INDIAN REMOVAL TO THE WEST, 1832–1840

Files of the Office of the Commissary General of Subsistence

NOTE: A printed reel guide has been provided for your use.

The documents reproduced in this publication are among the records of the Bureau of Indian Affairs in the custody of the National Archives of the United States. No copyright is claimed in these official U.S. government records.

A UPA Collection from

LexisNexis

7500 Old Georgetown Road • Bethesda, MD 20814-6126

Compilation © 2006 LexisNexis,
a division of Reed Elsevier Inc.
All rights reserved.
ISBN 0-88692-741-2.

CLAYTON, HARDEN, + CLAYTON

Hon.ble Lewis Cass
Secretary of War

Department of War
Office Indian Affairs
June 30th 1832.

Sir

I have the Honor to state, that the Claims of Clayton Harden & Clayton and Paine & Underwood for professional services are in all probability well founded. It is however an invariable rule of the Department, that all similar Claims and Accounts should first be presented to the Indian Agent for his examination and Report before they are acted upon here.

I have therefore enclosed to the Agent Col. Montgomery the Papers relating to these Claims which were presented by the Hon.ble A. S. Clayton.

I have the Honor to be
with great Respect
Your ob.t Serv.t
Elbert Herring

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Honble Lewis Cass
Secy of War

Department of War
June 30 1832.

Sir,

In answer to your letter of the 27th instant enclosing the claims of Clayton, Harden & Clayton, and Prince & Underwood for professional services, I have the honour to enclose a report of the Officer in charge of the Indian Bureau, by which you will see, that these claims have been transmitted to the Indian Agent for examination and report - this being the usual course in such cases.

I have the honour to be
Very respectfully
Your obedt. Servt.
Lew Cass.

Honble
A. S. Clayton
House of Reps:

REPRODUCED AT THE NATIONAL ARCHIVES

BARRON + IRWIN
(legal services)
see
Special File # 152
[M574, Roll 31]

REPRODUCED AT THE NATIONAL ARCHIVES

DANIEL, WM.

REPRODUCED AT THE NATIONAL ARCHIVES

Committee Room 7th July 1837.
The Committee has considered this claim and admit the sum of $975.— of the within acct. against the Nation & submit the same to the Commissioners of the U.S.
Attest. Lovely Rogers Clk.— Jno. Ridge Presi. Committee

William Daniel, Atty.
Account $1152.56 1/4
And copy of his Vouchers

Georgia
Cass County } We Agree to submit the within Account to the Award and decision of Daniel Duncan Esqr and Wm Morgan and to Abide By what they determine in same case given under our hands and Seals this 9th May 1837

Wm Daniel (Seal)
W. S. Adair (Seal)
J. M. Lynch (Seal)

Received of W S Adair and J M Lynch Eight hundred and Forty Dollars 56 1/4/100 in full of the Balance of the within Account According to the decision of the Referees this 10th May 1837

Wm Daniel
Atty at Law

Voucher No. 1

Copy of original agreement

Georgia, }
Cass county. } This is to certify that we have this day employed William Daniel as one of our Attornies to attend to all the cases in the several Courts of this State in which any of the Cherokee Indians, or white men having Indian families are concerned the certificate of the several Clerks or Magistrates shall be evidence of his having attended to them sufficient for to satisfy us of his services in said cases, and for all such cases and for each separate case that said Daniel attends to we agree to pay him reasonable and customary fees; such as David Irwin Esquire will certify is customary or right according to their magnitude. This money to be paid on or before the 25th December next for value received

Given under our hands and seals this 21st March 1836

Joseph M. Lynch (Seal)
W. S. Adair (Seal)

Copy

Test
David Irwin }
D. R. Mitchell }

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Voucher No. 2

State of Georgia,
Cherokee county. } In the Superior Court of said county

James Mitchell vs. Isaac Chue, a Cherokee Indian	Assumpsit. Bail debt $50.-	March Term 1836, Answer Sept. Term 1836 Judgment confessed
The State vs. Sparrow Hawk & Bark Chicken Cherokee Indians	Simple Larceny September Term 1836 Recognizance forfeited as to Bark Chicken	
The State vs. Sawny, a Cherokee Indian	Simple Larceny Sept. Term 1836, Continued by the State	
The State vs. (alias Chaticar Chicken, alias Takaskaluchee, a Cherokee Indian	Simple Larceny Verdict Guilty.	
The State vs. Mushstick, a Cherokee Indian	Assault after the fact of an assault with intent to Murder. March Term 1836 continued by the state – Sept. Term 1836 Nol. Pros'd.	
The State vs. Ned Van, and Turnover Cherokee Indians	Simple Larceny Sept. Term 1835 No appearance March Term 1836 Continued by the State September Term 1836 Recognizance forfeited.	
William Grisham, Respondent vs. Dinah, Cherokee Indian Appellant	Appeal from the Agent's decision to claim of part of No. 130 – 14 – 2 Sept. Term 1836 Verdict for Appellant	

Copy

William Grisham vs. Dinah, Cherokee Indian } Certiorari from Justices Court Sept. Term 1836 Continued

William Grisham vs. Dinah, Cherokee Indian } Ejectment Sept. Term 1836 Answer

William Grisham Respondent vs. Jack Still, a Cherokee Indian, Appellant } Appeal from Agent's decision to claim of ~~pat~~ possession of No. 131_14_2 Sept. Term 1836 Verdict for Respdt.

William Grisham vs. J. Still, Cherokee Indian } Certiorari Sept. Term 1836 continued

William Grisham vs. J. Still, Cherokee Indian } Ejectment Sept. Term 1836 Answer

State of Georgia, Cherokee county. } I William Grisham, Clerk of the Superior Court of Cherokee county Georgia do hereby certify that that William Daniel attended to said causes as an attorney at law, and in behalf of the defendants. Given under my hand and private seal there being no seal of Office, this seventeenth day of Sept. 1836. William Grisham, Clerk (L.S.)

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Copy of Voucher No. 3.

Georgia. } A list of cases commenced in Cass Superior Court, wherein Indians, or Indian countrymen claiming their privileges are parties either plaintiff or defendants, towit,

The State vs. Joseph Lynch, Escape
The State vs. James McDaniel Murder
vs. Consorka Simple Larceny
vs. Thomas McDaniel Escape
vs. Ned Crittenden Horse Stealing
vs. Cheecheeh Pumpkin Betsy Smith } Charlotte & Sakey Cherokee Indians } Malicious Mischief
vs. Joseph Lynch Perjury
vs. Lee & Patridge Simple Larceny
vs. Prick Simple Larceny
vs. Peter Simple Larceny
vs. Charles Downing Simple Larceny
vs. Rider Larceny from the House
vs. John Baldridge & James Baldridge Murder

George Young, Sen. vs. Edward, alias Ned Adair, Assumption for use & occupation
Lindsey Johnson vs. James A. Thompson - Assumpsit for use & occupation
Lindsey Johnson vs. Johnson Thompson Assumpsit for use & occupation
Jane Riley vs. Andrew Adair Trespass vi et armis
Tomlinson Fort, John Martin } Wm. Solomon & Z.B. Hargrove } vs. Andrew Adair, Assumpsit for use & occupation
Tomlinson Fort, John Martin } Wm. Solomon & Z.B. Hargrove } vs. Samuel Adair, Assumpsit for use & occupation
Nathan F. Harris vs. Thomas Petit Assumpsit for use & occupation
Lewis Tumlin vs. Thomas Petit Assumpsit for use & occupation
Wm. Schley, Governor of the state of Georgia } vs { Margaret Hicks, Elijah Hicks Andrew Adair, Joseph M. Lynch & James A. Thompson } Sci. fa.
R. L. Young & Co. vs Walter S. Adair, Samuel Mayes & Geo. W. Adair exrs. of Walter Adair, decd. } Assumpsit &c.
Wm. J. Tarvin vs. Tuna, John Harris, Lesse Half Breed Oosanalla & Tukkah } Debt &c.
Lindsey Johnson vs. Johnson Thompson & Mariah Thompson his wife, Trespass for mesne profits

Copy of Voucher No. 3 continued

Lindsey Johnson vs. Jas. A. Thompson & Martha Thompson his wife – Trespass for mesne profits.
Lindsey Johnson vs. Johnson Thompson, & Mariah Thompson his wife }
& James A. Thompson & Martha Thompson his wife } Trespass for mesne profits

Georgia, Cass county.

I certify that the foregoing stated cases have been commenced in the Superior Court of said county – That Indians or Indian countrymen claiming their privileges, are parties either plaintiff or defendant and that the name of William Daniel appears on the several dockets of said Court in the several cases as attorney for the Indian or Indian countrymen. Given under my hand and private seal there being no seal of Office at Office this 12th day of October 1836

(Seal)

Copy

Chester Hawks, Clerk Superior Court
Cass County.

Georgia ; } I certify that no final disposition of the within stated cases
Cass county. } was had until March Term 1836, and that several of the criminal cases still remain undisposed of.

Given under my hand at Office this 18th day of February 1837

Copy

Chester Hawks, Clerk
of the Superior Court Cass county, Georgia.

Copy of Voucher No. 4.

Georgia, Cherokee county. Jack Still, a Cherokee Indian vs. William Grisham	A case of Forcible entry & detainer. This case was tried before me on the 4th Saturday in March 1836 and William Daniel appeared as Counsel for the plaintiff.

Given under my hand & seal this 30th March 1836 Wm. Whitaker J.P. (Seal)

Copy

Georgia, Cherokee county Charles Hamond, a Cherokee Indian vs. James Waters	A case of forcible entry & detainer. This case was tried before me on the 4th Saturday in March 1836 and Wm. Daniel appeared as counsel for the plaintiff –

Given under my hand and seal this 30th March 1836 Wm. Whitaker J.P. (Seal)

Copy

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Copy of Voucher No. 5

Georgia. Cherokee county.

Sleepyman, a Cherokee Indian vs. Hezekiah Miller The Same vs. John Miller	2 Warrants of forcible entry and detainer. These two cases was tried before me on the 26th April 1836 and a mistrial and on the first Saturday in May, they were tried again — in both of which cases and at both trials which is about 16 miles from Canton Wm. Daniel appeared as counsel for the plaintiff

Given under my hand and seal this 7th May 1836

Copy, John T. Landrum J.P. (Seal)

Copy of Voucher No. 6.

Georgia, Cherokee county.

The State vs. Bark Chicken a Cherokee Indian	Horse Stealing. This is to certify that Wm. Daniel brought up before us this day the defendant upon a Habeus Corpus — he was admitted to bail — and that said Daniel attended to said case.

Given under our hands & seals this 12th July 1836 William Lay, J.I.C. (L.S.)

John McConnell J.I.C. (L.S.)

Copy. Joseph Donaldson, J.I.C. (L.S.)

J. A. Maddox D.Clerk I.C. (L.S.)

Copy Voucher No. 7

The State vs. Jesse Goodmoney Daniel Wheeler Cherokee Indians	Indictment in Forsyth Superior Court Simple Larceny September Term 1836

I, William H. Ray, Clerk of the Superior Court of Forsyth county do hereby certify that William Daniel attorney at law attended as counsel for the Cherokee Indians in the above case and defended them, Given under my hand this 7th September 1836 Copy W. H. Ray, Clerk (Seal)

Copy of Voucher No. 8

Georgia, Cherokee county.	The State vs. Uchilla, a Cherokee Indian	Assault with intent to Murder

I James Maddox Clerk of the Inferior Court of said county of Cherokee do hereby certify that Wm. Daniel convened the Inferior Court, and brought up before them the defendant upon a Habeas Corpus and discharged him from his confinement, Given under my hand and private seal, there being no Seal of Office this 18th October 1836 Copy James A. Maddox Clerk (Seal)

Copy of Voucher No. 9

Georgia, Cass County.	Charles Price vs. Tickeniska, a Cherokee Indian	Warrant for the Restoration of a horse

This is to certify that Wm. Daniel attended to this case in behalf of the deft. before me in October 1836, as an attorney at law. Given under my hand and seal this 23rd Nov. 1836 Copy I. T. Kirkham, J.P. (Seal)

Copy of Voucher No. 10

Georgia, Floyd county.	The State vs. Woodcock, a Cherokee Indian	Indictment for an Assault and Battery in Walker Superior Court Oct. Term 1836

I do hereby certify that I attended to the above stated case by the request of William Daniel and for said Daniel and in behalf of the said defendant this 6th December 1836

Copy D. R. Mitchell, Atty. at Law.

REPRODUCED AT THE NATIONAL ARCHIVES

Copy of Voucher No. 11.

The State
vs.
Pocket Book
and Crush
Cherokee Indians

Indictment for Murder
In Walker Superior Court
October Term 1836

I do hereby certify that I attended to the above stated case as one of the counsel for the defendants, being authorized and directed by Wm. Daniel to attend to all cases in said Court for him the said Daniel in which any of the Cherokees was a party, and in their behalf, this 3rd December 1836

Copy D. R. Mitchell, Atty. at Law.

Copy of Voucher No. 12

Georgia, Cass County— Superior Court, March Term 1836

Lindsey Johnson
vs.
James A. Thompson
Assumpsit for use and occupation

Lindsey Johnson
vs.
Johnson Thompson
Assumpsit for use and occupation

Georgia
Cass county

This is to certify that in the above stated cases as well as three actions of Ejectments against the said defendants and their wives that was disposed of at March term of the Superior Court of said county 1836, That William Daniel attended as One of the Attornies in behalf of the defendants, The whole of the said five cases being disposed of at said March Term 1836
Given under my hand this 15 Decr. 1836

Copy Achilles D. Shackelford
Atty. At Law

Copy of Voucher No. 13.

The State vs. Pigeon Roost a Cherokee Indian	Murder In Cherokee Superior Court February Term 1837 Continued by defendant

I do hereby certify that William Daniel and D. Irwin, Esquires, attorneys at law attended to the above stated case for the defendant

William Grisham, Clerk
Cherokee Superior Court

Copy of Voucher No. 14

Georgia, Cass county. } This is to certify that William Daniel attended as one of the counsel for me and for all the Cherokees or white men having the privileges of Cherokee Indians at Cass Superior Courts since his agreement with Joseph M. Lynch and W. S. Adair dated 21st March 1836, and that said Daniel within my own knowledge refused fees from White citizens of said State in consequence of his said obligation to said Lynch and Adair, This 28th day of January 1837

Copy signed Jas. A. Thompson

REPRODUCED AT THE NATIONAL ARCHIVES

A condensed list of cases for and against Cherokee Indians attended to by Will
Lynch, and Walter S. Adair for themselves and their Cherokee friends dated 21

	Dollars
For services rendered (in Assistance) as attorney at law in the Superior Court of Cherokee county, to wit,	
James Mitchell vs. Isaac Chue Assumpsit & Bail	5
The State vs. Sparrow Hawk, Bark Chicken &c Simple Larceny	25
The State vs Sawny Simple Larceny	25
The State vs. Chicken, alias Takarkaluche Simple Larceny	25
The State vs. Mush Stick, accessary to Assault to kill	25
The State vs. Ned Van & Turn Over Simple Larceny	25
William Grisham vs. Dinah, Appeal on claim of possession	20
William Grisham vs. Dinah, Certiorari	10
William Grisham vs. Dinah Ejectment	25
William Grisham vs. Jack Still, Appeal on claim of possession	20
William Grisham vs. Jack Still Certiorari	10
William Grisham vs. Jack Still, Ejectment	25
Individual Attorney in Justices Court of Cherokee county	
Sleepy Man vs. Hezekiah Miller Forcible entry &c	25
Sleepy Man vs. John Miller Forcible entry & detainer	25
Jack Still vs. Wm. Grisham Forcible entry & detainer	20
Charles Hammond vs. James Waters Forcible entry & detainer	20
In Cherokee Inferior Court	
The State vs. Bark Chicken, Horse Stealing Habeas Corpus	50
The State vs. Uchilla, Assault with intent to kill Habeas Corpus	50
In assistance In Forsyth Superior Court	
The State vs Jesse, Goodmoney, & Daniel Wheeler, Simple Larceny	25
In Walker Superior Court by D.R. Mitchell, Atty. at law	
The State vs. Pocket Book & Crush Murder $50: each	100
The State vs. Woodcock Assault & Battery	25
A case since the certificate of Attys, towit	
The State vs. Pigeon Roost	50
	630

ry William Daniel as an attorney at law under an agreement with Joseph M.
dated 21st March 1836

us	In the Superior Court of Cass county as assistant Counsel.		
	The State vs. Joseph Lynch	Escape	50
5	The State vs. James McDaniel	Murder	25
25	The State vs. Consorka	Simple Larceny	25
.5	The State vs. Thomas McDaniel	Escape	25
.5	The State vs. Ned Crittenden	Horse Stealing	25
.5	The State vs. Chuckeah, Punkin, Betsy Smith		
25	Charlotte & Sakey	Malicious Mischief	10
.0	The State vs. Joseph Lynch	Perjury	50
10	The State vs Lee and Patridge	Simple Larceny	25
.5	The State vs. Punch	Simple Larceny	25
.0	The State vs. Peter	Simple Larceny	25
.0	The State vs. Charles Downing	Simple Larceny	25
25	The State vs. Rider	Larceny from the House	25
	The State vs. John Baldridge & Jas. Baldridge.	Murder	25
.5	George Young Sen. vs. Ned Adair,	Assumpsit for use & Occupation	25
.5	Lindsey Johnson vs. Jas. A. Thompson,	Assumpsit for use & occupation	25
.0	Lindsey Johnson vs. Johnson Thompson,	Assumpsit for use & occupation	25
.0	Jane Riley vs. Andrew Adair	Trespass vi et armis	10
	Tomlinson Fort et al. vs. Andw. Adair,	Assumpsit for use and occupation	25
50	John Martin & others vs. Samuel Adair,	Assumpsit for use and occupation	10
50	Nathan F. Harris vs. Thomas Petit	Assumpsit for use and occupation	10
	Lewis Tumlin vs. Thomas Petit	Assumpsit for use & occupation	10
25	Wm. Schley, Governor &c. vs. M. Hicks, Elijah Hicks, A. Adair		
	J. M. Lynch, & J. A. Thompson	Sci. fa.	50
00	R. L. Young & Co. vs. Walter S. Adair, S. Mayes, & G. W. Adair		
25	Executors of Ned Adair	Assumpsit &c	10
	Wm. J. Jarvin vs. Tuna, John Harris, Jesse Halfbreed		
50	Osanalla, & Tuhkeh	Debt &c	10
30	Lindsey Johnson vs. Johnson Thompson & Mariah, his wife,	Trespass – mesne profits	
	Lindsey Johnson vs. J. A. Thompson & Martha his wife,	Trespass for mesne profits	25
	Lindsey Johnson vs. Johnson Thompson, Mariah Thompson his wife	Trespass for	25
	& J. A. Thompson & Martha Thompson his wife	mesne profits	25
	Charles Price vs. Tickenecha	Possessory warrant	10
			655
		other page	630
		Cr.	1285

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

	Dr.		Cr.	
Amount brought forward	$1285			
By amt. received of Lynch			134	$43\frac{3}{4}$
balance due	$1150	$56\frac{1}{4}$		

Copy

State of Georgia.

We certify that the within charges are such as is customary, reasonable and as low as they could be attended to by a professional man to do himself justice this 2nd December 1836

D. R. Mitchell, Atty. at law

Jno. Hen. Lumpkin, Atty. at law

William Ezzard, Atty at law

David Irwin, Atty at law

Received of J. M. Lynch in part of this account at one time in cash forty dollars and of Ralston for Linch ninety four $43\frac{3}{4}/100$ dollars in part of the foregoing fees due me.

432

836

in

16

Caporlle May the 9th 1807

We the undersigned referees to whom was referred an agreement between William Daniel Atty at Law and W. S. Adair & Joseph Lynch to gether with the account of Mr Daniel for professional services rendered in pursuance of said agreement, have had the same under consideration, we find the charges made by Mr Daniel such as are usual, but of our own knowledge as also appears by some of the certificates several of the cases are yet pending & some also to which we find charges have been nol prosd settled or passed over without any service having been rendered since the date of the agreement therefore such cases as were commenced before the date of the agreement and which have been settled by the parties without any professional service having been rendered, and such as are now standing, and in which there has been no service rendered, we have made a list of, and subtracted from the original sum according to the charges made by Mr Daniel, To wit.

The State	vs Joseph Lynch	Escape		$50
" "	vs James McDaniel	murder		25
" "	vs Cuchuck et al,	Malicious mischief		10
" "	vs Joseph Lynch	Perjury		50
" "	vs Charles Downing	Simple Larceny		25
" "	vs John Baldridge	murder		25
L. Johnston	vs Johnson Thompson & wife	Tres. vim Prof &c		25
"	vs Jas A Thompson & wife	do	do	25
"	vs Jas A. & J Thompson & wifes,	do	do	25
The State	vs Pigeon Roost	murder,	do	50
				$310

Amt claimed to be due by Mr Daniel — — — — — — $1150.56
amt deducted by us — — — — — 310.00
our award — — — — — — — — — — — — $840.56

David Irwin
Wm L. Morgan } Referees.

GASTON, JAS

ATT, Green

The following is a list of the names of persons for whom I have made out Claims and are justly indebted to me in the Sums as they Stand Charged to each name —

1 Yak-Noosiah or Bears-head } $210 $130 allowed — $ 11:50

2 Neophe-Kah or Soldier $180 $120 allowed $11:00

3 Salahgookah or Turkee } $100:00 75 allowed — $7.50

4 James Goodin (Stentwater $80. 60: allowed — $6:00

5 Sawney (Stentwater $1882 $840.00 — $41:00

6 Tan-lah-Cha-Kah or Grasshopper } $185. 120 allowed $ 11:00

7 Sulphe cha Kah — $33:50 $33.50 allowed $3:35

8 Lucy of Salahcooke — $100. $75 allowed — $7:50

9 Cheesquah $ 174; $120. — allowed — $ 11:00

10 Small Pox $102 — $83 allowed — 8:30

11 Sadu Chan hee $210. $140. allowed — 12:00

12 William Allen $40, $24 00 allowed — 2 4 0

13 Suaykah $ 454 — $150 — allowed — $ 12:50

REPRODUCED AT THE NATIONAL ARCHIVES

Olly of (Greenwater) $25.00 $20: $2.00

I do hereby certify that the Individuals whose names are above mentioned are justly indebted to you in the several sums as they stand stated and charged to each of their names and that the sums mentioned are the amounts awarded to their several by the Cherokee Committee and the Commissioners according to the entries made upon the Books the same being a demand against them for services rendered in making out their Claims at the rates of 10 per cent on each claim at the rate of 10 per cent on each Claim of $100 or less and five per cent on all amounts above $100.

Sworn to before me Nov. 16th 1838

W. H. Wilson [illegible] of the Commrs

James Gaston

Jas Gaston
Accounts
From
No 5067
to
5780
Adjusted
&c Claims
November
17th 1838
by Commrs

Che-o-sha To James Gaston Dr

To making out a Claim for $50:00
$44:00 allowed 10 percents — $ 4:44

Came James Gaston and makes oath
that the above account of four dol-
lars is just and true
Sworn to before me this 16th
day of October 1838.

Th W Wilson James Gaston
clk of the Commissn

Jimmy To James Gaston Dr

To 10 percent on the amount of a
Claim allowed made out for $ 301:00
$150:00 allowed —————— $ 15:00

Came James Gaston and being
duly Sworn says that the above
account of Fifteen dollars is
just & true. Sworn to and
Subscribed before me this
16th day of October 1838.

Th W Wilson clk James Gaston
of the Commissn

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

No 4917.
James Gaston
vs $4.44
Schooner Vance
Same
vs
Jimmy $15
No 4918.
Adjudicated
and reclaimed
16th October
1885

Rachel [illegible] near Sa Ga co Ten
So.
James Gaston Dr
To 10 per cent On a Claim made out
For $130:00 amount allowed is $80
Which is $8:00 $8:00

James Gaston makes oath before
me that the above account of
eight dollars is just & true –
Sworn to & subscribed
before me this 10th day of
Oct 1838 — James Gaston
James [illegible]
Commiss

John Dougherty
To James Gaston Dr
~~For~~ a fee of 10 per cent on a
Claim made out for $112:50
and passed for eighty which is $8.00

Came James Gaston & makes oath
that the above account of eight dollars
is just and true
Sworn to & subscribed
before me 9th Oct 1838
H. W. Wilson James Gaston
near the Council

REPRODUCED AT THE NATIONAL ARCHIVES

4851.

Jonas Gaston

v

John Daugherty

$8.00.

Adjudicated and allowed 9th day of Octbr 1838.

34240 312

4866

Gaston

vs

Rail Road

adjudicated

10th October

1838

Cumming Forsyth County Ga.
Sampson or Samson - a Cherokee
Indian - of the County aforesaid
To James Gaston Atty at Law
Dr. To professional services
in making out a writ of habeas
corpus and other services — $10.00
December 15th 1834 —

Georgia }
Murray County } Before me George W. Wacasen a
Justice of the Inferior Court
for said County personally
came James Gaston and being
duly sworn deposeth and
saith that the above Account
against Sampson alias Sam-
son a Cherokee Indian is
just and true and that
the same has not been paid
of or any part thereof —
Sworn to & subscribed before
me this 20th day of March
1835 —

James Gaston

George W Wacasen J.I.C.

REPRODUCED AT THE NATIONAL ARCHIVES

The Commissioners for the settling of the business of the Cherokee Treaty will please direct or order the within account to be paid to Henry L. Sims Esqr. March 30th. 1838.

James Gaston

4808
James Gaston
to
Commissioners
[illegible]
20th April 1838
Filed April 1838

Sawney (An Indian)
Hickorys [illegible] Georgia

To James Gaston (Attorney at Law) Dr.

1833.

December 7th To professional Services as his Attorney in making out a writ of Habeas Corpus and services thereon to procure his release from Gwinnett County Jail - - - - - - $10:00

Georgia
Forsyth County } In person came James Gaston of the county aforesaid before me Ira R. Foster one of the justices of the Inferior Court of said County and being duly sworn deposes and says that the above account is just and true and that the same ~~has not~~ or any part thereof has not been paid off -

Sworn to & subscribed before me this 31st day of December 1836 -

Ira R. Foster J.I.C. James Gaston

Georgia
Forsyth County } I Curtis Green who was the acting agent of the County of Forsyth ~~a~~ aforesaid for the Indians acting under the authority of the State aforesaid ~~at the~~ time the above ~~services~~ services were rendered do hereby certify that from my own knowledge the above services were rendered -

Given under my hand and seal this 31st day of December 1836 -

Curtis Green Agt.

REPRODUCED AT THE NATIONAL ARCHIVES

Georgia
Forsyth County } Before me came Berry Hill in person and being duly sworn deposes and says that from his own Knowledge the services within were rendered by James Gaston as attorney at Law in behalf of Sawny (an Indian) Sworn to & subscribed before me this 31st day of December 1836

Berry Hill

Rd. McFoster J. P.

Rec[illegible] of [illegible] [illegible] Esq [illegible] for [illegible] [illegible] filed [illegible] 1837

Rejected

No. 2439.

James Gaston
for
Sawney

Tau-chu-la-nah or James Baldrige To
James Gaston Dr

for a fee of 10 per cent on a Claim made out for $120:00 and passed for Sixty which is ——— $6:00

Came James Gaston and makes oath that the above account of Six dollars is just & true.
Sworn to & Subscribed
before me 9th Oct 1838
Loring Liddell
Commissioner

James Gaston

REPRODUCED AT THE NATIONAL ARCHIVES

4803

L. Garlon
vs
Tacchui la tete

adjudicated
9th Oct 1838

REPRODUCED AT THE NATIONAL ARCHIVES

GILLESPIE, J. F.

REPRODUCED AT THE NATIONAL ARCHIVES

[illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Ch Com, and the Comrs my spoliation claim for 3 hundred and 13 head of hogs, And am to pay him for his services 10 pr. ct. on the amt. that shall be allowed me — Witness my hand & seal this 4th Septr 1838.

Stand, up his + (Seal) mark

J. F. Gillespie

1620
2000
3620

I ask, an examination of the Board to the Claim for Spoliations of John Walker [illegible] presented by Gideon Morgan his admr for destruction by the white people of his property at a Salt Peter cave, while Walker was in the service of U.S. during Creek. War.

Jany. 4th 1843 Jno F. Gillespy for Clt.

The claim was rejected Comrs Kennedy & others —

Gideon Morgan
v
United States. } Spoliation Claim at Cols. Creek. Monroe Cty Ten

I wish the file in this case to be presented to Comrs — a rejected Claim.

Jno F. Gillespy.

Jn H. Gillespy as att.y in fact agent and Counsel for the Claimants moves the board to read to him their decisions or awards in such cases as the same are, or shall be made by those wherein he is entrusted as att.y in fact agent or Counsel and ask this motion to be entered upon the records of the board

Richard Children & Widow
vs
United States. } In this case claimants ask further time to file additional testimony

Gillespy for Claimants

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Jn.o F. Gillespy atto in fact and counsel for Claimants moves the board to withdraw from the files in the possession of the board the claims of such claim=
=ants as he is empowered by them to prosecute ~~before~~ on their behalf - a memorandum or a list of which claims I furnished the board.

John Bean
vs } subsistence claim
united States } In this case, I wish a copy of the a/c. and judgment thereon of Comrs in favour of John F. Gillespy vs Claimants Bean, in 2.d Auditors office in care of Mr Lloyd.

16th. Jany 1848.

Jno F. Gillespy

John A. Gillaspy
vs
Cherokee Indians
from No. 5082
To – 5084 &
to
5139
19th November
1848

John F. Gillaspie

respecting resignation

William Barnes

To John F. Gillespy Dr

To services as attorney in filing and prosecuting before the Commissioners under the late Cherokee Treaty his claim to have repaid the money by him paid the State of Tennessee for his reservation taken under the Cherokee treaties of 1817 & 1819 with the interest thereon from the date of the payment by him made as aforesaid & also to services of an Additional Counsel by him employed to aid him in the prosecution of said claim — 20 per cent upon the sum adjudged, reserving the right to any further Compensation said Commissioners may deem proper to make.

And also 20 per cent for like services rendered in the case of Bold Hunter's heirs.

The undersigned now asks the honorable Board to issue certificates for the amt. of his fees in the above adjudicated cases.

John F. Gillespy

July 10, 1843.

REPRODUCED AT THE NATIONAL ARCHIVES

Van Buren Ark
Oct. 13

Mr. Johnson Rogers
Washington
City

Voucher
of
Gillespie
[illegible]
filed 18. Oct. 43
by Jas. Lowman

Van Buren DeKalb Co. Ala
Oct 10. 1843

Dr. sir

It is with much pleasure that I consume these moments in letting you know that we enjoy the blessings of health. Sometime since I learned that the Commissioners had left North Carolina for Washington City where they are expected to decide upon all Claims and for the purpose of knowing at an early day what disposition is made of my claims as well as Benjamin Padens I have received no information to be relied on in relation to any matters since I left Murphy I hope that you will obtain information on the Subject and let me know at an early period, what money may be coming to B. Paden & the Hon. A. P. Bagby is authorised to draw it please see him and he will attend to it I gave Finley Gillespie a Power of Attorney to transact business for me at the city I hereby revoke that Power and wish you to inform the Commrs of the fact. write to me without fail

Respectfully yr. friend
James Lamar

Mr. Johnston Rogers
W. City

J. F. Gillespie

copy of caveat

REPRODUCED AT THE NATIONAL ARCHIVES

Copy

Washington D.C.
April 24th 1843.

Sir,

A few evenings since during an indiscretion into which, I was drawn by a most infamous stratagem, I was dispossessed of a certificate issued to me by the Comr. under the late Cherokee Treaty for compensation for my services in prosecuting Charles Thompson's reservation claim. The certificate passed from my hands without consideration. Feeling unwilling to submit to the gross imposition attempted to be practised on me, the object of this communication is to request you, should the certificate be presented to the Department for a requisition for payment, to decline issuing the same to any other person except myself - in so doing you will much oblige Your most obedient humble servant.

(Signed) John F. Gillespy

Hon T. Hartley Crawford Com. of I.A.

N.B. The above is desired to be private, unless occasion offer requiring it to be used. (Signed) J. F. G.

In these cases we have given Judgment for all sums exceeding $100 — 5 Percent. for all sums under that amount 10 Percent. 29th December 1848

[illegible]
Treasurer

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Cherokee Committee, and the Comrs my Spoliation Claim for 2 horses both [?] and 13 head of [illegible] taken from me at Forks Town [?] and am to pay him 10 pr. Ct. on the amt. that shall be allowed me, witness my hand & seal this 19th Oct. 1838.

Arkaheeka his + mark (Seal)

I have this day employed John F. Gillespy to prosecute before the Che Com. & the Comrs my Spoliation Claim for 3 horses and 11 hogs taken at Echota, Ga. and am to pay him 10 pr. Ct. on the amount that shall be allowed me. Witness my hand & seal this 23d. day of Oct. 1838.

Ah, nos, wah kee her + mark (Seal)

I have employed John F. Gillespy to prosecute before the Cherokee Com, & the Comrs my Spoliation Claim for 17 [?] head of Cattle, and 75 head of hogs and am to pay him 10 pr. Ct. on the amt. that shall be allowed me Sept. 24th 1838.

Ootsey [?] her + Barepole mark (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

Bagg
Cornelia Ma...

Agg Buck

The Bear
of Chickamogga
bond.

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Com of the Comy my Claim for a gun and am to pay him 10 pr. ct. on the amt that shall be allowed me. Witness my hand & seal this 20th Oct 1838.

Baggy his mark (Seal)

I have this day employed John F. Gillespy to prosecute before the Com and Comrs under the late treaty my Spoliation Claim for 5 Cattle 12 Sheep 7 9 hogs & 1 horse and am to pay him for his services 10 per cent on the amt that shall be adjudged me. Witness my hand & seal this 20th of July 1838.

Attest.

James C Foreman

Aggy her + mark Bark (Seal)

I have employed John F. Gillespy as my Atto to prosecute before the Com on the and Comy under the late Cherokee Treaty my claim for the value of 2 Guns and 14 Bushels of Corn of which I was despoiled in Georgia and if allowed I agree to allow and pay him 10 per cent on the amt that shall be allowed me — Witness my hand & seal this 28th day of June 1838.

Attest.

The Bear his + mark (Seal)

Betsy's bond

Betsy Tarquin
Wd.

I have employed [illegible] to
prosecute before the Commissioners [illegible] the
Comrs under the late Cherokee treaty my
spoliation Claim for [illegible] and am
to allow him for his services 10 per
Cent on the amt. that shall be
allowed me. Witness my hand &
Seal this 20th July 1838

her
Rebecca + Bonge (Seal)
mark

10
2.50
150.00

I have this day employed John F. Gillespy
to prosecute before the Committee and ~~[illegible]~~
Comrs under the late Cherokee treaty my Claim
for property ~~[illegible]~~ horses & 30 head of
Hogs stolen from me in Georgia and if
my Claim ~~shall~~ be decided in my fa-
vour I agree to allow him 10 per Cent
upon the amt. that shall be adjudged
me - Witness my hand & seal this
19th day of June 1838.

Attest.

his
Berry + (Seal)
mark

Th[illegible]

fo[illegible] ... [illegible]

And am to pay him for his Services 10 per Ct. on the
amt. that shall be allowed me. Witness
my hand & seal this 23d. day of Oct. 1838.

her
Betsy x Seal
mark

Betsy of Chickasaw

Betsy of Chickasaw

Betsy of Chickasaw

Bell of Ellis
jay Gov

I have employed John F. Gillespy to prosecute before the Che Com, and the Com my Spoliation Claim for 2 horses 3 Cattle and 20 hogs taken at Catugajy Ga. and am to pay him 10 pr. ct. on the amt that shall be allowed me Witness my hand & Seal this 23d Oct. 1838.

Betsy his × mark (Seal)

I have employed John F. Gillespy to prosecute my Spoliation for 1 Mare and 1 Steer taken on Coosa Georgia before the Cherokee Com & the Comy and am to pay him for his services 10 pr. ct. on the amt that shall be allowed me Witness my hand & Seal this 22d Oct. 1838.

Betsy her + mark (Seal)

I have employed John F. Gillespy to prosecute before the Cherokee Com and the Com my Spoliation Claim for 2 horses and 8 head of cattle stolen on Chatuga Ala. and am to pay him 10 per cent on the amt the amt that shall be allowed me, Augt 22d. 1838.

Attest
Jas Hicks

Betsy her × mark (Seal)

I have employed John F. Gillespy to prosecute before the Cherokee Comy & the Com my Spoliation Claim for a gun taken from me near Cherokee Ala, & am to pay him 10 pr. ct. on the amt that shall be allowed me Witness my hand, & seal this 20th 19 Oct. 1838.

Bill, his + mark (Seal)

Welch an Blue-
=Cert. of
Chatugs Abe

Nancy Brown
[illegible]

[illegible]

1835

her + mark

Bury. of off
Ommechy Co.

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John McGillespy to prosecute my Spoliation Claim for 7 horses before the Cherokee Com, & the Comrs & agree to pay him 10 pr. Ct. on the amt that shall be allowed me. — Witness my hand & seal this 22d. Sept. 1838

William his + mark Coats (Seal)

I have employed John McGillespy to prosecute before the Che. Com. & the Comrs my spo. claim for 3 horses stolen from me on the Chickamauga [illegible], and for his services agree to pay him 10 pr. Ct. on the Amt. that shall be allowed me Augt. 17th 1838.

Nancy her + mark Brown (Seal)

[illegible] employed John McGillespy to prosecute before the Com & Comrs. my Spoliation Claim for 3 horses and [illegible] head of Cattle and 2 hogs, and agree to pay him 10 pr. Ct. on the amt. that shall be allowed me for said Claim 22d. Sept. 1838.

Buzzy his + mark (Seal)

Catalogue of Surgeons &c

REPRODUCED AT THE NATIONAL ARCHIVES

I have [illegible] John F. Gillespy to prosecute the [illegible] the Comrs under the late Cherokee Treaty my Spoliation Claim for 2 Horses, and agree for his services to pay him 10 per cent on the amt. that shall be allowed me. Witness my hand & seal this 3d day of July 1838

Cho. Chuckatuskee his X mark (seal)

I have employed John F. Gillespy to prosecute before the Cherokee Com and the Comrs my Spoliation Claim for 1 Cow & calf & 6 hogs taken at Fairmount Georgia — & am to pay him for his services 10 per ct on the amt. that shall be allowed me. Witness my hand & seal this 22d Oct 1838

Catagisky his + mark (seal)

I have this day employed John F. Gillespy to prosecute before the Cherokee Com, and the Comrs my Spoliation Claim for Hogs.
And am to pay him for his services 10 per cts. upon the amt. that shall be allowed me. Witness my hand & seal this 25d day of Aug 1838

Att

Jay Hicks

Nancy her X mark Burns (seal)

REPRODUCED AT THE NATIONAL ARCHIVES

No 4541
Clouds
Bond
Adjudication
allowed
22nd June
1848

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Cherokee [illegible] and the [illegible] my Spoliation Claim for [illegible] 8 head of Cattle and 21 head of hogs, stolen from me at Cedar Creek, [illegible] and am to pay him 10 pr. ct. on the sum that shall be allowed me on said Claim. Witness my hand Seal this 13 Augt. 1838.

Cay an ta yay
or Collar's his mark (Seal)

I have this day employed John F. Gillespy to prosecute upon the Che. Com. and those Comrs my spoliation Claim for [illegible] hogs & 3 pigs taken at Turnip Town [illegible] and am to pay 10 per ct. on the amt. that shall be allowed me. Witness my hand Seal this 18th Oct. 1838.

Coladska, his + mark (Seal)

I agree to pay John F. Gillespy for his Services as Atto at Law in prosecuting before the Che. Com. of am. my Claim for Spoliations for 3 head of Cattle 10 pr. Cent upon the amt that shall be awarded me. Witness my hand Seal this 12th June 1838

Attest.

Cloud his mark (Seal)

Cloud.

Cherokee
of Shooting
Creek. Ga,

Cherokee, the
Shooting Creek,
No. 7

I have employed John [illegible] to prosecute before the Cherokee Commission and the Comy my Spoliation Claim for 2 head of horses [illegible] stolen from me on Valley River N.C. and agree to pay him for his services 10 per ct. [illegible] on the sum that shall be allowed me. Witness my hand & seal this 13 Augt 1838.

Test
Jay Hicks

Chukoway his X mark (Seal)

I have employed John F. Gillespy to prosecute my Spoliation Claim before the Cherokee Com & the Comy for 14 head of hogs and divers other articles and am to pay him for his services 10 per Ct on the amt that shall be allowed me. Witness my hand & seal this 18th Oct. 1838.

Chew, u, ka her X mark (Seal)

I have employed John F. Gillespy to prosecute before the Cherokee Com & the Comy my Spoliation Claim for 2 Horses and 5 head of hogs taken from me on [illegible] Creek, &c And am to pay him 10 per cts on the amt that shall be allowed me. Witness my hand & seal this 19th Oct. 1838.

Che, lau, nau, cha her X mark (Seal)

Betsy Dumbleton
Coosa River
Ala.
40 hogs.

[illegible] mound
[illegible] Cabin Town
Ga.

Isaac [illegible]
Agent [illegible] C.

I have employed John F. Gillespy to prosecute before the Ch. Com. & Comrs my Spoliation Claim for 40 head [illegible] hogs and agree to pay him 10 pr Ct. for his services on the amt that shall be allowed. Witness my hand & seal this 22d Sept. 1838

her
Artey + Doublehead (Seal)

I have employed John F. Gillespy to prosecute before the Cherokee Com. and the Comrs my Spoliation Claim for 1 horse, and 3 Cows, taken from at Cobbins Ferry & am to pay him for his services 10 pr ct on the amt that shall be allowed me — Witness my hand & seal this 22d Oct. 1838

his
Charles + Dimond (Seal)
mark

I have employed John F. Gillespy to prosecute my Spoliation claim before the Comrs & Cherokee Com. and am to pay him 10 pr Ct. on the amount that shall be allowed me — Witness my hand & seal this 17th Oct. 1838

his
Isaac + Dick Seal
mark

Downing Bean
Brass Town Va

Downing Bean
of Coosa
wnd—

Downing Bean
wnd—of Tur-
nip Town. Va.

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Che. Com. & the Comrs my Spoliation Claim for 19 hogs and other articles taken at Hemp? Town [illegible] and am to pay him 10 per ct. on the amt that shall be allowed me.

his
Drowning + Bear (Seal)
mark

I have this day employed John F. Gillespy to prosecute before the Commissioners under the late Cherokee treaty the claim of the heirs of Squirrel for the valuation of an improvement to which he was entitled on Coosa River in Georgia and if the same shall be allowed to said heirs I agree to allow said Gillespy for his services 10 per Cent upon the Amt that shall be awarded — Witness my hand & seal this 25th June 1838

Attest
Jas Lauderdale

his
Drowning X Bear (Seal)
mark

I have this day employed John F. Gillespy as my atto. at law to prosecute for me before the Comrs & Cherokee Com. my Claim for the value of 2 horsebeasts and 4 head of cattle of which I was despoiled at Turnip Town in Georgia, and if the Claim shall be decided in my favour I agree to allow him 10 per Cent upon the Amt that shall be adjudged me witness my hand & seal this 20th June 1838

his
Drowning + Bear (Seal)
mark

REPRODUCED AT THE NATIONAL ARCHIVES

No 4839.

Nancy Haughts
bond—

Approved
& allowed
22nd June
1848.

I have this day employed John F. Gillespy as my Atty at law to prosecute before the Cherokee Com and the Comrs under the late Cherokee treaty my Claim for the value of a mare stolen in Hamilton Co. Ten. and if my Claim shall be allowed I agree to pay him 10 per Cent upon the Amt that shall be adjudged me. Witness my hand & seal this 18th June 1838.

Attest
Johnson Reese

Nancy her + mark Faught (Seal)

I have employed John F. Gillespy to prosecute before the ~~Cherokee [illegible]~~ and the Comrs my spoliation ~~Claim for~~ 1. Mare and Colt — — — — and am to pay him for his services 10 per Cent upon the amount, that shall be allowed me, Witness my hand and seal this 3rd day of August 1838.

Attest
Jay Hicks

Drowning his + mark Bear (Seal)

No 4542

Fielder's Bond

Ayunacatto(?)

Col Learned(?)

22nd June 1838

[illegible]

Fielder(?) ... 42

[illegible]

Alex Fielder

Col. Lanning(?)

Rec'd in payment $3.00

July 13th 1838 Geo F. [illegible]

[illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

Fodder;

I have this day employed John F. Gillespy to prosecute as my atto. at law before the Cherokee Com. and the Comms my claim for compensation for a horse of which I was despoiled in Georgia and if the claim shall be decided for I am to allow him 10 per cent upon the amt. adjudged me for his services. Witness my hand & seal this 8th. June 1838.

Attest

Fodder his + mark (Seal)

---

my spoliation claim for 2 horses and 3 hogs of which I was despoiled in Cherokee N. Co. and agree to pay him for his services 10 pr. ct. on the amount that shall be allowed me. Witness my hand & seal this 23d. Oct. 1838.

Fields his + mark (Seal)

I have employed John F. Gillespy as atto to prosecute before the Cherokee Com & the Commissioners under the late Cherokee treaty my claim for compensation for a horse stolen from David Fields my husband now dead and if the claim shall be allowed I agree to allow the said Gillespy for his services 10 per cent upon the sum that shall be adjudged. Witness my hand & seal this 2d. July 1838.

Jas Hickey

Mary her + mark Fields (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

Earldon of
Ferguson

Isaac Ferguson
Wm.

No 4846
Hughs Bond

3 Horses 3 head Cattle.

Accounted
& allowed 22
June 1848

I have employed John F. Gillespy to prosecute and prosecute my Spoliation Claim for a mare & colt stolen from me in Georgia and am to pay him 10 pr. Ct. on the amt. that shall be allowed me 24th Sept. 1838.

Jackson + his mark (Seal)

I have employed John F. Gillespy to prosecute my Spoliation Claim for 2 horses and 1 steer taken at Tarquow Georgia — before the Cher. Com. Hons. and am to pay him 10 pr. Ct. on the Amt. that shall be allowed me Witness my hand seal this 23d Oct 1838

Isaac, his mark (Seal)

I have this day employed John F. Gillespy to prosecute as my Atto. at law my Claim for Spoliations for 3 horses 2 Cows with Calves and 1 year old steer before the Chero-kee Com, and the Comrs under the late Chero-kee treaty, and if the same shall be allow-ed me I agree to allow him ten pr. Cent upon the amt. that shall be awarded me — Witness my hand & seal this 12th June 1838.

Harry + his mark Hughs (Seal)

Atteest.
H. Fields

Hughs

REPRODUCED AT THE NATIONAL ARCHIVES

Kal. tte for
Citizens bond

[illegible]

Lacy S.
Rome
#70

[illegible]

I have employed John F. Gillespy as my atty at law to prosecute before the Committee and Cherokee Comrs my claim for compensation for 100 hogs 2 Cows 1 Calf 1 Heifer 3 horsebeasts of which I was despoiled at Citico Tennessee. and if the claim shall be decided in my favour I agree to allow & pay him 10 per cent upon the amt that shall be adjudged me — Witness my hand & seal this day of June 1838.

Attest.

Kul, ski his X mark (Seal)

I have employed John F. Gillespy to prosecute afore the Cherokee [illegible] & the Comrs my Spoliation Claim for 1. horses 18 head of hogs. and 9 head of cattle. and am to pay him for his services 10 per ct. on the sum that shall be allowed me Augt. 16th 1838.

Kus cul, lus ke. his X mark (Seal)

[illegible]

I agree to pay John F. Gillespy ten per cent upon the amount that shall be allowed me for a Spoliation Claim he is prosecuting for me before the Cherokee Committee, and the Commissioners under the late treaty for a horse — Witness my hand and seal this 15th day of May 1838.

Test John Tinson

Lacy his mark (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

Johnston Muskrate
Shooting Creek
N. C.

Ned Muskrate
Shooting Creek,
N. C.

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Cherokee Com and the Com my Spoliation for a mare taken at Valley River N.C. And for his services agree to pay him 10 per Cent on the amt that shall be allowed me. Witness my hand and seal this 18th Aug 1838

his
[illegible] + mark (Seal)

I have employed John F. Gillespy to prosecute my Spoliation Claim before the Che Com & the Com for 1 horse taken on Shooting Creek N. Carolina And am to pay him 10 pr. Cts on the Amounts that shall be allowed me Witness my hand & seal this 19th Oct. 1838

his
Johnston X Muskrat (Seal)
mark

I have employed John F. Gillespy to prosecute before the Che, Com, & the Com my Spoliation Claim for 2 horses taken on Shooting Creek N. C. and am to pay him 10 pr. Cts on the amt. that shall be allowed me Witness my hand & seal Oct. 19th 1838

his
Ned + Muskrat (Seal)
mark

BEST AVAILABLE COPY

REPRODUCED AT THE NATIONAL ARCHIVES

In these cases we have given Judgment for Pff on all Sums exceeding $100.00 & [illegible] on all Sums under that amount to Recount the Docket of Judgments - This 19th November 1838

W W [illegible]
Commr

Notary of
Fayetteville
N. [illegible]

Notary of
Fayetteville
N. C.

I have this day employed John F. Gillespy to prosecute before the Cherokee Committee and the Comrs my claim for Spoliation for $ for 30 hogs and 5 yds [illegible] and if my claim shall be decided in my favour I agree to allow & pay him ten per cent upon the amt. shall be awarded me. Witness my hand and seal this 17th May 1836.

Nancy her X mark (seal)

I have employed John F. Gillespy to prosecute before the Che. Com & the Coms my Spoliation Claim for 4 head of horses 20 head of hogs 2 head of Cattle 5 [illegible] and one oven & kettle and [illegible] him 10 per cent on the amount that shall be allowed me. Witness my hand & seal this 18th Oct. 1838.

Nancy her + mark (seal)

I have employed John F. Gillespy to prosecute before the Che. Com. and the Coms my Spoliation claim for 10 hogs 3 Cows & calves and other property generally taken from her on Coosawattee N.C. and am to pay him for his services 10 pr ct. on the amt. that shall be allowed me. Witness my hand & seal this 22d Oct. 1838.

Nancy her + mark (seal)

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Polly of N. C.

[illegible]

Polly of Sugar Creek N. C.

[illegible]

Capt. [illegible]

[illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute upon the Cherokee Govt & the Comrs. my Spoliation Claim for 4 head of [illegible] taken at [illegible] N. Carolina & [illegible] have taken at [illegible] for his Services 10 pr. cent and am to pay him on the amt. that shall be allowed me. Witness my hand & seal this 23d. Oct. 1838.

Polly her + mark. (Seal)

I have employed John F. Gillespy to prosecute upon the Che. Gov & the Comrs my Spoliation Claims for 1 horse, 30 head of hogs and a quantity of other property of which she was dispossed on Sugar Creek &c. and am to pay him for his services 10 pr. cent on the amount allowed. Witness my hand & seal this 18th Oct 1838.

Polly her + mark. (Seal)

I have employed John F. Gillespy to prosecute before the Chy & Comrs my Spoliation Claim for 2 horses 1 Cow, & 8 hogs taken on Coosa Wee and am to pay him 10 pr. ct. on the amt. that shall be allowed me. Witness my hand & seal this 23d Oct. 1838.

Oo, ti shy, her + mark (Seal)

Peggy Morgan
Acc. Ka Conga
4a

Quaka's
bond,-

John Poteter
Thumark
Bio

I have employed John F. Gillispy to prose-
cute my Spoliation for 3 [illegible] before
the Che. Com and the Comrs and am
to pay him 10 Pr. Ct. on the amt. that
shall be allowed me. — Witness my
hand & seal this 4th. Sept. 1838.

her
Peggy + Jacques (Seal)
mark

I have this day day employed John F. Gillispy
as my atty at law to prosecute before the
Cherokee Com. and the Comrs my Claim for Com-
pensation for 2 horses and 2 head of Cattle of
which I was deprived at Chu, was, Tau, ahe Creek
Georgia, And if said Claim shall be decided
in my favour I agree to allow him 10 per cent
upon the amt. that shall be awarded me.
Witness my hand & seal this 21th June 1838.

Attest
his
Qua, ka X (Seal)
mark

att William Huss

I agree to pay John F. Gillispy for his services
in prosecuting before the Che. Com. & Comrs,
my Spoliation Claim for 2 horses Stolen
in Georgia and if the same is allowed 10 per
cents upon the sum that shall be awarded
me — Witness my hand & seal this 13th
July 1838.

his
John + Potala (Seal)
mark

REPRODUCED AT THE NATIONAL ARCHIVES

Thomas Castle
Coweetaugee, Ga

Trammel of
Shooting Creek
Ga,

Mary Thompson
Valley Creek, Ala

3 horses and 2 cattle –

her
Mary + Thompson
mark

Wills Valley
Mary Thompson
Cattle horses &c
improvements &c

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Cherokee Com. and the Comrs my Spoliation Claim for 2 horses, & 3 head of [illegible] Stolen in Georgia, and am to pay him 10 pr. ct. on the amt. of the claim that shall be allowed me. Witness my hand & seal Augt. 24th 1838

Thomas his + mark Turtle (Seal)

Cherokee Agency 23d August 1838

... pr. ct. on the amt. that shall be allowed me August 16th 1838.

Oo, no, ah, his mark (Seal)

I have this day employed John F. Gillespy to prosecute as my atty at law before the Cherokee Com. and the Comrs under the late treaty my Claim for the value of 3 horses and 2 Cattle — And am for his services to pay him 10 per Cent upon the amt. that shall be allowed me, Witness my hand & seal the 20th of July 1838.

Any his + mark Thompson (Seal)

I have employed John F. Gillespy to prosecute before the Cherokee Committee and Comrs my Claim for the value of 7 head of Cattle lost in moving [illegible] and a growing Crop of which I was dispossed on and am to pay him for his services 10 per Cent on the amt. allowed me, Witness my hand & seal this 24th. day of July 1838.

Anny his + mark Thompson (Seal)

Certify Walker
of Teckaby
et C.

Wau, m, no ch
Vally Pune et C.

Henry Wiley
Bear hill
$37

Decker Weiss
Sugar Tree et C.

1.

I have employed John F Gillespy to prosecute be[fore] the Cherokee Com. & the Com. my claim for [illegible] for the Cherokee [illegible] hogs taken in North [illegible] Carolina and am to pay him 10 pr. Cent upon the amt that shall be allowed me - Witness my hand seal this 23d Oct. 1838

Coty her + mark Walker (Seal)

I have employed John F Gillespy to prosecute before the Ch. Com. & the Comrs. my spoliation claim for 1 mare stolen from me on Valley River N C — and am for his services to pay him 10 pr. Cent on the Amt. that shall be allowed me Witness my hand seal this 1st. day of Oct 1838

Wau, ne, no, ah her + mark (Seal)

Due John F Gillespy five dollars loaned this 19th. May 1838.

attest
G W Bell

Mary Walel her X mark

[illegible] Cherokee Com and the Comrs my Spoliation Claim for Cattle hogs &c taken from me at Sugar Town N. C, and am to pay him 10 pr. Ct. on the Amt. that shall be allowed me, Witness my hand and seal this 19th. Oct. 1838

Tecker his + mark Wood (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

Vore, Senatch
Chotiyeulbee

Gun, Kee, and,
Sugar Tree
N. C.

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Che. Com. of the Cen. my Spoliation Claim for 32 hogs, 2 mares 100 Bushels Corn, 2 [illegible] taken on Chatugee and am for his services to pay him 10 pr. ct. on the amt. allowed me, 28 Septr. —— 1838

his
Yona + Sanatah (Seal)
mark

I have employed John F. Gillespy to prosecute before the Cherokee Com. and the Com. my Spoliation Claim for various articles of property estimated at $30 [illegible] of which I was despoiled [illegible] Town, at C. and am to pay him for his services 10 pr. on the amount that shall be allowed me, Witness my hand & seal this this 20th Oct. 1838.

his
Yau, Kel, nah, + (Seal)
mark

I have this day employed John F. Gillespy to prosecute before the Commissioners Claim to have changed the valuation of an improvement made in favour of [illegible] lying in Murray County Ga and placed in the books to my credit, and if said Claim shall be decided in my favour I agree to pay John F. Gillespy 10 pr. Cent. on the amt. that shall be awarded me Witness my hand & seal this 14th Augt 1838

his
Young + Bird (Seal)
mark

REPRODUCED AT THE NATIONAL ARCHIVES

Benj Harris
bond

No 4549
Benj Harris
bond. -
17 Head of
- Cattle

Adjudicated
& allowed &c
June 1848

REPRODUCED AT THE NATIONAL ARCHIVES

I agree to pay John F. Gillespy for his services in preparing and prosecuting before the Cherokee Com. & the Com. my Spoliation Claim for One horse stolen in Georgia — 10 per Cent on the amt that shall be adjudged me Witness my hand & seal this July 1838.

Benjamin his X mark Harris (Seal)

I have this day employed John F. Gillespy as my atto at law to prosecute before the Cherokee Com. and Com. or under the late treaty my Spoliation Claim for the value of 17 Cattle Stolen from me in Georgia and if the same shall be allowed I agree to allow him ten per Cent upon the amt that may be awarded me Witness my hand & seal this 16th June 1838

Benjamin his X mark Harris (Seal)

[illegible]

I am to pay John F. Gillespy 10 per Cent on the amt allowed him on my Spoliation Claim for 1 horse

[illegible] (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

Ro. Imphlett
Emmal Elder

No 4546
Peggy Grape

Adjudicated
allowed &c
[illegible]
1848

REPRODUCED AT THE NATIONAL ARCHIVES

[illegible] before the Cherokee Com [illegible] claim of my wife [illegible] and [illegible] agreed that he is to receive [illegible] that shall be allowed [illegible] 10 per Cent. Witness my hand and seal this 2^d Augt 1838.

Test
A. Kelso

William his x [illegible] (seal)
mark

I have employed John F. Gillespy to prose=cute before the Cherokee [illegible], and the Comrs my spoliation Claims for 2 horses [illegible] taken from me at Emmodale, [illegible] and to pay him [illegible] 10 pr ct on the amount [illegible] be allowed me. Witness my hand & seal this 12 day of Oct 1838.

Daniel his x [illegible] (seal)
mark

I have this day employed John F. Gillespy to prosecute before the Cherokee Committee and the Comrs under the late Cherokee Treaty my Claims for spoliations for a Mare & Cattle taken on Hightower Ga, and for his services am to allow him ten per cent upon whatever sum may be awarded me on said Claim. Witness my hand & seal this 2^d June 1838.

Attest
Wm. W. Rawlson

Peggy her x Gray (seal)
mark

REPRODUCED AT THE NATIONAL ARCHIVES

No 3135
Gillespie
$25.00
Account
vs
Daherty

Examined & allowed
7th Sept. 1837

Mary Daugherty Dr

To John F Gillespie

For attending to a suit that went up to the supreme Court in the case of James Brown vs John L McCarty & D. F. Curry as the Special bail of William Daugherty as a Lawyer — $25.00

State of Tennessee }
McMinn County } Personally appeared before me ~~Abraham Slover~~ Joseph McGaughy an acting Justice of the peace in and for the County aforesaid James F Bradford and made oath that the above account in favour of John F Gillespie is correct.

Sworn to and subscribed before me this 4th day of August 1837.

J McGaughy
Justice of Peace

James F Bradford

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Che Com of the Ary for 2 Horses & 0 hogs taken from me at Sugar Town Co, and if the same shall be allowed me I am to pay him 10 per cent on the amt. allowed.
Oct. 20th 183[illegible]

Jesse his
+
mark (Seal)

Jackson of Valley River
To John F. Gillespy Dr.
To Services as atto in prosecuting before the Comrs his Claim for spoliations for a horse as per his agreement ten per cent on the amt adjudged him — — — — — $5 50

John F. Gillespy makes oath that the above acc as the same stands stated is just and true.

Sworn to and subscribed before me this 9th Jan, 1838 } John F. Gillespy

W. W. Wilson Commr.

REPRODUCED AT THE NATIONAL ARCHIVES

0194

A/c

John F. Gillespy

vs

Jackson of

Polly Rivers

REPRODUCED AT THE NATIONAL ARCHIVES

No 4543

[illegible] Johnston

Hamilton Cty

Assignment

allowed

Jun 22nd

1848

Chesla lecan or

John of

Fighting Town

Co.

John's Bond -

2. Money 2 Cows(?)

Cabins - Hightower.

REPRODUCED AT THE NATIONAL ARCHIVES

Allen Ratly
Interpreter

I have this day employed John F. Gillespy to prosecute before the Com. & Comrs under the late Cherokee treaty my claim for spoliations for a horse robbed from me in 1832. And am to allow him for his services ten per cent upon the amt. that shall be allowed me. Horse estimated at $100. Witness my hand & seal this 19th of May 1838

Black [his x mark] Johnston (Seal)

Attest
Suzza Ratly [her x mark]

I have this day employed John F. Gillespy to prosecute upon the Cherokee Com. & the Commissioners my claim for compensation for property of which I was dispos=sed on Hightower in Cherokee Co. Ga and if my claim shall be allowed I agree to allow him for his services 10 per cent upon whatever sum shall be awarded me. Witness my hand & seal this 25th June 1838.

Attest.
Saml. W. Johnston

John [his x mark] (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

John F. Gillespy
by E 3 a/c
Receipt of
Geo. Savannah
Manl Co. Transfer
No 5208
As per calculated
& account at
Rate of Ten Per
centum for the
first hundred &
five for the second
$15.00
January 28th day
1839
Lavy & O & Co

Kulsthi, Of Long Savannah Ten.

To John F. Gillespy Dr.

To Service as attorney in preparing and prosecuting her Claim for Spoliations before the Cherokee Committee & other Comrs under the late Cherokee treaty, as per her agreement And remd 10 per cent on the amt allowed. — $20 00

John F. Gillespy makes Oath that the above a/c as the same stands stated is just and true.

Sworn to & Subscribed before me Jany 28th 1838.

John F. Gillespy

Petition of
Mynune, &c.

No 4550

Betsy Keeni
wid

Adjudicated
& allowed
22nd Nov
1848

Thomas Geagus
wid —
[illegible]

wid —

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Ch. Com. & the Com. my Spoliation Claim for 1 horse taken in the Neighborhood of N. C. and I agree to pay him 10 pr. Ct. on the amt that shall be allowed me, 25 Sept. 1838

Rocker his + mark (Seal)

Cherokee Coms under the late Cherokee treaty my Claim for the value of a horse of which I was despoiled in Walker Co. Ga. and if my Claim shall be allowed I agree to allow him ten per Cent upon the amt that shall be adjudged me. Witness my hand & seal this 18th June 1838.

attest.

J. W. McMillin

Caty her + mark Reese (Seal)

Cherokee Committee and Comrs under the late Cherokee treaty my Claim for Compensation for Three horses of which I was despoiled in the State of Georgia and if the same shall be decided in my favour I agree to allow him for his services 10 per cent upon the sum that may be awarded me. Witness my hand & seal this 23d day of June 1838.

attest.

Thomas his X mark Duaguo (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

No 4547
Archy Skit—
bond

Acquiescence
accound
22nd Dec
1848

Sekka owee
Brass Town
N C

REPRODUCED AT THE NATIONAL ARCHIVES

No 4548

Assignee's Bond

Acquiesced [illegible] 2nd

Jun 1848

Smith Hinkle

[illegible] [illegible]

$7.50

Herman Smith

Henry Township.

I have this day employed John F. Gillespy to prosecute before the Cherokee Committee and Commissioners under the late Cherokee treaty my claim for compensation for 150 head of hogs 5 head of Cattle and 1 Horsebeast of which I was despoiled in the State of Georgia And if my claim shall be decided in my favour I agree to pay him ten per cent upon the amt. that shall be awarded me Witness my hand and seal this 7th June 1838.

Attest

Susannah her mark (Seal)

Susannah

I promise to pay John F. Gillespy ten per cent upon the amt. that shall be allowed me for a Spoliation Claim he is prosecuting for me before the Cherokee Committee and the Commissioners under the late treaty for a Horse and Cow. Witness my hand & seal this 13th day of May 1838.

Attest

John Timson

Smoke House his + mark (Seal)

Smoke House

I have employed John F. Gillespy to prosecute before the Chr. Com. & Comrs. my Spoliation Claim for 2 horses stolen at Hiwa Town Ga. and am to pay him 10 pr. Ct. on the sum that shall be allowed me Witness my hand & seal 5th Apl. 1838.

Hominy his + mark Smith (Seal)

I have this day employed John F. Gillaspy to prosecute as my attorney at law before the Contractors and Commissioners under the late Cherokee Treaty my Spoliation Claim for 2 horses 8 head of Cattle, 100 Bushels of Corn and 45 Gallons of Whiskey and agree to pay him 10 per Cent on the amt. that shall be allowed me. Witness my hand & seal this 21st July 1838.

Henry his x mark Thompson (Seal)

attest:
John Webb

I am to give John F. Gillaspy for his services in prosecuting my Spoliation Claim for Stolen hogs, ten per cent on the amt. that shall be allowed me by the Comrs for said claim. Witness my hand and seal this 16th. May 1838.

Tausna his + mark (Seal)

attest T. W. Williamson

I have employed John F. Gillaspy to prosecute before the Cherokee Com & the Comrs my Spoliation Claim for a horse taken from me at Big Savannah Ga, and am to pay him 10 per Cent on the amt. that shall be allowed me. Augt 24. 1838.

Inkatauka + mark (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

No 4544

Taune

Keogl

Acyacand and Claim

22nd Inv

1848

Taha Tanka

Big Savannah

Ga

REPRODUCED AT THE NATIONAL ARCHIVES

I have employed John F. Gillespy to prosecute before the Cherokee Com[illegible] & the Comrs my Spoliation for a horse taken at Coal [illegible], N. C. and am to pay [illegible] [illegible] ct on the amt that shall be allowed [illegible] Witness my hand & seal this 23d Oct 1838.

Wah [illegible] his X mark (Seal)

I have employed John F. Gillespy to prosecute my Spoliation Claim for 13 hogs 1 axe 3 Bu corn 6 yds of cloth taken at Bell [illegible] &c. & agree to pay him 10 per Ct on the amt allowed. [illegible] 8th Sept 1838.

Lucy her + mark Walker (Seal)

I have this day employed John F. Gillespy to prosecute before the Cherokee Committee and Comrs under the late Cherokee treaty my claim for property of which I was despoiled by the white people prior to the treaty of 1835 and if said Claim shall be allowed me I agree to pay allow said Gillespy for his services the sum of ten per cent upon the amt that shall be adjudged me Witness my hand & seal this 15th May 1838.

Dick his x mark Tail (Seal)

Wm Williamson

REPRODUCED AT THE NATIONAL ARCHIVES

Wm Cooke
Cert. Cooke

Wm Walker
Cert. Walker

No 4545.
Agreements of
Messrs ~~H. C. T.~~
for Horses
Wagons &c &c
&c &c.

Agreements
recd
22nd June
1848

A/c

John F. Gillespy

vs

Cherokees

No 5084 to 5732

adjudicated
17th Nov 1838
at 10 per cent on the
first $100.00 and 5 per
cent on the excess where
the claim amounted
to more than $100.00
agreeably to a rule
adopted by the Board
of Commissioners

The following Cherokee Claimants for preparing and prosecuting before the Cherokee Committee and the Coms under the late Cherokee treaty their Claims To John F. Gillespy Dr

To 10 pr ct on the amount adjudged and allowed each respectively as pr their agreements or bonds

Aaron Moss, Sam, Wauty & Kaife hing of Euchanee		$5.00
		21.00
+ Berry		7.50
+ Thomas Tarth	of Connasauga Ga,	4.00
+ Coosutteeh	of Coosawattee Ga	20.00
+ Stand up	of Dirt Town Ga,	11.40
+ Anny Lowry		11.20
+ Tiagua	of Aquona N.C	2.00
+ Aula Chadart	of Candy's Cr. Tenn.	12.00
+ Betsy Doublehead	of Coosa Ga	24.90
+ Deggy	of Amicky Ga	26.60
+ William Blue cat	Chatuga Aba	20.60
+ Betsy Barehead or Bearspaw	Hightower Ga,	7.50
+ Aloosopatey or Kicker		10.00
+ Sally	of Candy's Creek Tennessee	3.00
+ Sucy Waka,	Bell Creek Ga	17.30
+ Yona sanatah	Chatuga Aba,	11.40
+ Chuloloo or John	of Fighting Town Ga	4.00
+ Wanaenohih	of Valley River N.C. Ennacotah ~~[illegible]~~ Ga	8.00
+ Daniel Grasshopper	of Tusquittah N.C.	25.00
+ Nancy	of	16.50
+ Fish of Notley		12.00
Isaac Dick	of Aquona N.C.	7.10
Cotasky	of Turnip Town Ga,	

REPRODUCED AT THE NATIONAL ARCHIVES

Betsy (of Chatuga)

To John F. Gillespy Dr.

To preparing & prosecuting her Spoliation Claim as per her bond 10 per Ct. on amt. allowed of $125 — — — $12.50

Anny Thompson (of Wills valley)

To John F. Gillespy Dr.

To preparing & prosecuting before Comrs. her two Spoliation Claims One allowed for $320, the other for $268, 10 pr. Ct. on the amt. allowed on each, as per her bond

Taka, tuskee, Big Savannah

To J. F. Gillespy Dr.

To prosecuting his Spoliation Claim for [illegible] as per agreement 10 pr. Ct. on $40 amt. allowed [illegible]

[illegible] Smith

To John F. Gillespy Dr.

To preparing & prosecuting his Spoliation Claim for 3 horses & 1 negro girl, and damages for a note, as per his agreement [illegible] 10 per cent on $683 amt. allowed — $68.30

Too, no, ah, of Coosawattee

To John F. Gillespy Dr.

To services in prosecuting his Spon. Claim for mare colts & sow 16 pigs as per his bond 10 pr. Ct. on $42 amt. allowed — $4.20

Susan Grimmett

To John F. Gillespy Dr.

To services in prosecuting her Spoliation claim for horses & hogs stolen, as per bond of her [illegible] Wm. Grimmett 10 per Ct. on $250 amt. allowed — $25.00

John F. Gillespy makes Oath, that the foregoing a/cs are just and true as the same stand stated.

Sworn to & subscribed before me, this 21 Sept. 1838 } John F. Gillespy

James [illegible]
Commr.

Drowning Bear (of Turnip Town) [illegible]

To John F. Gillespy Dr.

To professional services in prosecuting before the Cherokee [illegible] his spoliation claim for 2 mares & 1 head of Cattle, as per his agreement and bond 10 per ct. upon $115 amt. allowed — $11.50

Cho chuck, (of Owenchoa)

To John F. Gillespy Dr.

To professional services in prosecuting his spoliation claim for 2 [illegible] per his agreement and bond 10 per ct. upon the amt. allowed — $5.00

Nancy (of) Chickasjack

To John F. Gillespy Dr.

To services in preparing & prosecuting her spoliation claim for [illegible] and 30 head of hogs as per her agreement and bond 10 pr. ct. on $[illegible] amt. allowed — $[illegible] 00

John Potatoe

To John F. Gillespy Dr.

To services in preparing & prosecuting his spoliation claim for a mare and colt, as per his bond 10 pr. ct. on amt. allowed — $9 00

Aggy Buck

To John F. Gillespy Dr.

To services in preparing and prosecuting her spoliation claim before the Cher. Comrs. [illegible] for 1 Horse, 3 head of Cattle 72 head of Sheep & hogs, as pr. her bond 10 pr. ct. on $179 amt. allowed — $17.90

Charles Buffington (N. C.)

To John F. Gillespy Dr.

To services in prosecuting his spoliation claim for a horse as per his bond 10 pr. ct. on $70 amt. allowed — $7.00

REPRODUCED AT THE NATIONAL ARCHIVES

Tama

To John F. Gillespy Dr

To services as attorney in prosecuting before the Com & Comrs under the late treaty her Claim for the [illegible] of which she was dispossessed as per her agreement by bond 10 per cent upon the am't allowed — $9.00

Adjudicated & allowed 22nd June 1838.

Aleck Tail

To John F. Gillespy Dr

To professional services in prosecuting before the Com and Comrs under the late Cherokee treaty his Claim for Compensation for property of which he was dispossed, as per his bond 10 per cent on the sum of $678.00 amt allowed — $[illegible].00

for the [illegible]

Adjudicated & allowed 22nd June 1838.

Peggy Grape

To John F. Gillespy Dr

To professional services in prosecuting before the Committee and Comrs under the late Cherokee treaty her Spoliation Claim for the value of a mare and some Cattle, as per her agreement by bond 10 per cent upon the amt awarded $90 — allowed — $9.00

Adjudicated and allowed 22nd June 1838

Archy [illegible]

To John F. Gillespy — Dr

To professional services in prosecuting before the Cherokee Com & the Comrs under the late Cherokee treaty his Claim for a mare & cloth of which he was dispossed as per his bond 10 per cent on $52 amt allowed — 5.00

Adjudicated and allowed 22nd June 1838

REPRODUCED AT THE NATIONAL ARCHIVES

Susannah To John F. Gillespy Dr

To professional services in prosecuting before the Com. and Cherokee board of Comrs my Claim for compensation for hogs and Cattle of which I was despoiled in Georgia as per her agreement by bond 10 per Cent on $215. the amt allowed $21.50

Benjamin Harris

To John F. Gillespy Dr

To professional services in prosecuting before the Cherokee Com. and Comrs under the late Cherokee treaty his Claim for Compensation for 17 Head of Cattle of which he was despoiled, as per his agreement by bond 10 per Cent on $192. amt al. } $[illegible]

Nancy Haught

To John F. Gillespy Dr

To professional services in prosecuting before the Cherokee Com. and Comrs under the late Che. treaty her Claim for the value of a mare of which she was despoiled, as per her agreement by bond 10 per Cent on $75.00 amt allowed. } $7.50

Caty Horse. To John F. Gillespy Dr

To professional services in prosecuting before Com. & Comrs her Spoliation Claim for 1 horse as per her agreement by bond 10 per Cent on $70. amt allowed ——— } $7.00

Darky Oar - To John F. Gillespy Dr

To professional services in prosecuting before the Che. Com. and Comrs her Claim for the value of hogs stolen from her, as per agreement 10 per Cent on $24.00. amt allowed. ——— } 2.40

Approved and claimed 22d June 1838

Approved and claimed 22d June 1838

1457 Approved and claimed 22d June 1838

No. 1457 Approved and claimed 22d June 1838

J. F. Gillespy's

Acct. to be adjudicated,
24 May 1838

rcvg vouchers cashd of allowd.
from Nos. from: 4386
4392 to inclusive
24 May 1838

Fees due John F. Gillespy for preparing and prosecuting before the Cherokee Com, and the Comrs under the late Cherokee treaty the spoliation Claims of the following persons to successful issue

Oa-ay's Claim, allowed $75: at 10 per Cent as per agreement filed	$7.50
Smoke Monk's Claim allowed $70. at 10 per Cent as per agreement filed	7.00
Meeka's Claim, allowed $60 at 10 per Cent as per agreement filed	6.00
Neds Claim - allowed, $50. at 10 per Cent as per his parol agreement	5.00
Peggy Wilkins's Claim allowed $25 at 10 per Cent as per her parol agreemt	2.50
Allen Rathy's Claim allowed $120, at 10 per Cent as per his parol agreemt	12.00
Mary Welch's Claim - allowed $80 at 10 per Cent as per her agreement filed	8.
To. Amt of her due bill for money loaned	5.00
	$13.00

Jno. F. Gillespy makes oath, that the above Act. is just and true -

John F. Gillespy

Sworn to & subscribed before me this 21st May 1838.

John Kennedy
One of the Comrs

REPRODUCED AT THE NATIONAL ARCHIVES

Elizabeth Lowry No 4519

To John F. Gillespy Dr.

To professional services in prosecuting a Spoliation Claim for a horse before Comy Comrs ten per Cent upon the amt allowed, of $150. as per agreement with her agent T. J. Pack. | $15.00

Adjudicated & allowed 30th May 1838

Thos. J. Pack.

No 4520 To John F. Gillespy Dr

To professional services in prosecuting his Spoliation Claim for stolen horses upon $300. the amt allowed — as per agreement ten per cent | $30.00

Adjudicated & allowed 30th May 1838

Elizabeth Pack

No 4521 To John F. Gillespy Dr

To professional services in prosecuting her Claim before the Comy Comrs for a stolen Horse — upon $125. amt allowed as per agreement with her agent Tho. J. Pack ten per cent. | $12.50

Adjudicated & allowed 30th May 1838.

James Lowry

No 4522 To John F. Gillespy Dr

To services as Atto in prosecuting his Spo. Claim for a Horses upon amt allowed 10 per cent. $200 | 20.00

Adjudicated & allowed 30th May 1838

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Nanna
Spoliations
#253

Acquiesced
& all concurred
30th May
1848

Sally Foster
Acquiesced
& all concurred
30th May
1848

6

Koo, tah, ee No. 4518

To John F. Gillespy Dr.

To services as attorney in prosecuting before the Commissioners under the late Cherokee treaty his claim against John Bartley for a portion of his valuation, 10 per cent upon the amount recovered — $5.00

John F. Gillespy makes oath, the foregoing acc^s as they stand stated are just and true

Sworn to and subscribed before me this 29th May 1838.

John F. Gillespy

[illegible] secy of the Commissioners

John F. Gillespy's acc — 33

Acc paid & credited upon allowance of May 29 1838

Cherokee No. 4518

No. 4518

I am to pay and allow John F Gillispy ten per cent on what ever amount shall be adjudged me on a claim for Items taken from me during the Creek at Fort Armstrong for prosecuting the same before the Cherokee com & the Comrs under the late Cherokee Treaty Witness my hand seal this 21th May 1838

her
Rebecca + Grummet (Seal)
mark

Rebecca Grummet to John F. Gillespy
No. 1337 for services as atty in prosecuting before the Cherokee Commrs and the Commissioners under the late Cherokee Treaty her claim for spoliation in taking her property as per bond 11 per cent on the amount allowed
$7.50

[illegible]
May 1848 —

John F. Gillespie
a/c
by
Cherokees

4861 to 4864

adjusted dated
9th October 1838

Thomas J. Pack George Lowry Jr. James Lowry John Benge, and Archibald Campbell

To John F. Gillespy Dr.

To services in preparing and prosecuting their Claim before the Cherokee Com, and Comrs for damages for the use and profits of a road through the Nation to abbt. 7½ pr. Ct. on $2183 amt. allowed	163. 72

Hormony Smith (Coon Town Ga.)

To John F. Gillespy Dr.

To services in preparing and prosecuting before the Cherokee Com & Comrs his Claim for 2 horses, as per his bond 10 pr. Ct. on $120 amt. all.	12. 00

Sickaowee, (Brass Town N.C.)

To John F. Gillespy Dr.

To services in prosecuting before the Cherokee Com & the Comrs his Spoliation Claim for 1 mare as pr. agreement 10 pr. on $40 amt. allowed	$4 00

Jackson (of Tarquee Ga.)

To John F. Gillespy Dr.

To prosecuting his Claim before the Com & Comrs for 1 mare & cloth as pr. his bond 10 pr. Cent on $100 amt. allowed	10. 00
To money loaned	1. 00
	11. 00

John F. Gillespy makes oath that the above acts as they stand stated are just and true.

John F. Gillespy

Sworn to and subscribed before me Octr 1838.

James Liddell
Commissioner

REPRODUCED AT THE NATIONAL ARCHIVES

Sam. Fapher - Heirs of Kew-oo-f-Kee, Dec.

To John F. Gillespy Dr.

To prosecuting the Spoliation Claim of said Heirs before the Chy Com. & the Comrs as per his bond 10 p. ct. on $123. Amt. allowed him $12.37

Recd 7.37

bal. due $5.00

Alakee, heir of Conned-kee Dec.

To John F. Gillespy Dr.

To Services in prosecuting before the Chr. Com. and the Comrs the claim of said Heirs for Spoliations as per his bond, 10 p. ct. on 123 dollars the Amt. allowed $12.30

paid of above, 6.00

bal. due - 6.30

John F. Gillespy

No 3945

Cherokee

from 4790

to 4805

inclusive

[illegible]

20th Sept 1838

The Children and Heirs of Catharine Cheek Decd.
To John F. Gillespy Dr

To services in prosecuting their Claim before the Commissioners under the late Cherokee treaty for the valuation of her improvements in Marshal County Ala, as per the bond of part of the Heirs for themselves and the balance of the heirs 10 pr. Ct. on, $607. 01. amt allowed. } $60. 07

Diana, (of Spring Town)
To John F. Gillespy Dr

To services in prosecuting her Claim before the Comrs under the late Che. treaty for the valuation of her improvements at Spring Town, as pr her agreement and bond 10 pr. Ct. on, $121. amt allowed } $12. 10

Nancy Burns
To John F. Gillespy Dr

To services in prosecuting her Claim before the Che. Comr. and Comrs for Spoliations for prop, as per her bond 10 pr. Ct. on, $96. the amt allowed } $9 60

Young Bird (of Murray Cty)
To John F. Gillespy Dr

To services for prosecuting his Claim to have, Changed in his favour a valuation in Murray Cty Ga, as per his bond 10 pr. Ct. on $125. the amt awarded him } 12.50

Benj. Harris
To John F. Gillespy. Dr.

To services in prosecuting his Spoliation Claim for a horse before the Che. Com. & the Com. as pr. his bond 10 pr. Ct. on $50. amt allowed. } $5. 00

No 4561 - 4562 .. 4563 & 4564,

Jn F. Gillaspy's

&c. vs

Cherokees

adjudicated and allowed July 12th 1838

Sally (a Cherokee woman) Wilson(?)

To John F. Gillespy — Dr.

To services as attorney at law in preparing and prosecuting before the Committee and Commissioners under the late Cherokee Treaty her Claim for the value of a horse of which was despoiled — as per her agreement by her agent Ths. J. Pack 10 per cent upon amt allowed her — $15.00

Recd payment from T. J. Pack 1.50

$13.50

John (a Cherokee)

To John F. Gillespy — Dr.

To services as atty in preparing and prosecuting before the Com. and Comrs under the late Cherokee Treaty his Claim for Compensation for 3 horses and three head of Cattle as per his bond and agreement 10 per cent on 98 dollars, amt allowed him — $9.80

Darky Catcher

To John F. Gillespy — Dr.

To services as atty in preparing and prosecuting before the Cherokee Com. & Comrs under the late Cherokee Treaty his Spoliation Claim for 4 horses 10 per cent on the amt allowed as per agreement — 6.00

~~[illegible]~~

REPRODUCED AT THE NATIONAL ARCHIVES

Honble Jn. H. Eaton
&c &c

Washington June 26 1843

dear Sir

You were advised & understand before you left this place, that the certificate for $2500 granted by the Commrs to J. F. Gillespy had been wrongfully abstracted from him. Of this fact he notified the Commr of Indian Affairs, in a letter of 24th April last, of which the enclosed is a copy.

I am authorised under the existing circumstances of the case, to request that a duplicate of that certificate may be forwarded to me, in order to taking the proper steps towards its payment to the rightful owner Mr Gillespy; authority therefor being annexed hereto.

I also enclose an order of Ty Clements for a certificate for $250, predicated upon a claim which awaited the valuation of his property, before the certificates could be issued.

I avail myself of the opportunity of expressing the regard & esteem my dear Sir which I have always borne, & am most truly yours

Ch. Thourse

I have authorised the above communication

Jn F. Gillespy

J. F. Gilley

G. Hinault

to

C. J. Nourse

$ 250=

Hinault [illegible]

[illegible] to Maj

Nourse

14 Oct. [illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

John F. Gillespy makes Oath that he performed the service as attorney as charged in the within account, that he has never rec^d any Compensation therefor, & that the is yet justly due him

Sworn to & Subscribed
20th Oct 1837 before
John Kavanaugh
One of the Comrs

John F. Gillespy

No 3793
John F. Gillespy
$200. Account
J. Phillips & Chilton

Approved & allowed 20th Oct
1837

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Joseph Philips & Children

To John F. Gillespy Dr

To services as Atty being employed by Nicholas S. Peck their Agent in the following suits to wit Wm P. H. McDermott & Thos Henderson & Jacob L M. Peck & others in possession defendants under Joseph Philips title in Equity in the Chancery Court at Madisonville to filing answers of N. S. Peck Nancy Peck, H. J. M. Peck & defending said suit determined in favour of defendants in Supreme Court at June Term 1836 —	$ 50 00
To services for defendants holding under Philips title in case of Thos Henderson & John Carmichael's use vs. Thos P. K. Peck & others in Circuit Court of Monroe Cty Ten. and determined in Supreme Court June Term 1836 —	50 00
To services for defendants holding under Philips in Bill in Equity now pending against Saml Col. J. M. Peck & others to filing answers & defending suits —	50 00
To services as attorney in preparing & presenting before the Comrs under the late Cherokee treaty, and attending to the adjudication of their claim for the money paid the State of Tennessee by Joseph Philips for a grant for his reservation —	50 00
	$200 00

5744.

Avery Miller
Betsey Milam
Alfred Miller
Elmira Paden
Ibby Hicks
Lucinda Adair, &
Andw. Miller
Heirs at law of
Andrew Miller Decd

vs.

Joseph Critchfield
adm. And. Miller Decd

No. 5744

No 5793
Jn. F. Gillespy
vs Do A/c
William Adair

Adjd & All'd
15 Decr 1838.

REPRODUCED AT THE NATIONAL ARCHIVES

Avery Miller, Betsy Inlow, Alfred Miller, Elmira Parkin, Ibby alias Isabella Hicks, Lucinda Adair, and Andrew Miller heirs at law of Andrew Miller dec^d

To John H. Gillespy Dr

To Services as attorney at law in preparing their Claim against Joseph Coutchfield administrator of said Andrew dec^d and for prosecuting said Claim before the Com^s under the late Cherokee treaty as per the agreement of a part of Claimants ^and H. Walker [illegible] guardian of [illegible] 10 per Ct. on the amt allowed by Coms — — — — — $[illegible]

John H. Gillespy makes Oath, that the above a/c as it stands stated is just and true.

John H. Gillespy

Sworn to and subscribed before me this 10th Dec. 1838

Th. W. Wilson [illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

Heirs of Andrew Miller Decd
vs
Joseph Crutchfield administrator of the estate [illegible]
Miller departed this life in 1818 in Monroe
County Tennessee, – The property and family of
Miller was removed to Georgia – Crutchfield
and Hicks administering before the Chero-
kee Council. The property came chiefly to
the hands of Crutchfield who converted the
same to his own use
The proof shows that the estate that came
to the hands of Crutchfield consisting of
6 negroes to wit Dila, and her two children
Willy & Stephens – Worth — $ 1510.00
Mary Gregg & Barry and one
afterwards born Worth. } 100.00
Horses were worth — 1500.00
Cattle — 200.00
$ 4200.00
Credit by payment to [illegible] 300.00
$ 3900.00
Credit by payment to Doct. McCormick 30.00
3870.00
To amt. of moneys paid McCormick
under [illegible] of [illegible] and for
household & kitchen furniture } 130.00
4000.00

Millers' Heirs
vs
Crutchfield & Hicks

Walter Carruth's
— Deps.

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee agency East

Walter Caruth makes Oath that he became acquainted with Andrew Miller decd. in the year 1807 and was intimately acquainted with him and his family and property and his Commercial Concerns from that time to the time of his death in the summer 1818, - that affiant in the Spring of 1821 was appointed by the County Court of Monroe County Guardian of his Children and heirs - that Miller at the time of his death was possessed of and owned a Considerable personal Estate, Consisting of Negroes, and stock, of Cattle horses and hogs, - that he had five Negroes worth as affiant believes $2000, or upwards - The stock were of the best quality of in the Country at that time - Affiant believes the stock of horses were worth at least $1500 - that his stock of Cattle were worth at least $1200, and his hogs worth as affiant supposes at least $100 - Affiant understands and believes the hogs were given to John McIntosh to discharge a debt he claimed against the estate The ballance of the estate mentioned together with the household and kitchen furniture of said Miller was carried into the state of Georgia in the Cherokee Nation near to the residence of George Hicks and Joseph Crutchfield, who were afterwards appointed administrators of said Millers Estate by the Cherokee Council, - Affiant knows of [illegible] of the property of the Estate, that was applied to the payment of debts against the Estate except the hogs as aforesaid - and a stud horse in the

REPRODUCED AT THE NATIONAL ARCHIVES

To the Hon Commissioners under the Cherokee Treaty of 1835

Your petitioners Children and Heirs of Andrew Miller dec^d represent to your Honors, that a certain Samuel McConnell a Citizen of the U. States filed before your Honors a Claim for money by him paid to George Hicks and Joseph Crutchfield or by him paid upon a Contract made with Crutchfield & Hicks as the Administrators of the Estate of Said Andrew dec^d in the purchase of a tract of land, which said Crutchfield and Hicks assumed upon themselves authority to sell as a reser=vation in McMinn County Tennessee to which your petitioners were entitled under the treaties 1817 & 1819. Your petitioners deny the right or authority of said administrators to sell any estate they may have had in McMinn County or elsewhere - whereby to le=gally or Equitably Create a responsibility against said Estate of your petitioners for the Consequences of such sale. That said McConnell having obtained no title by his purchase, and being deemed by your as entitled to receive back the amount of the money and the interest thereon advanced with the interest thereon, your petitioners believe it should not have been made a charge against them individually, but a=gainst Hicks & Crutchfield, or if against your peti=tioners, it should only have been made for so much of said purchase money as had come to their hands in settlement or otherwise from said administrators. Your petitioners state that there was no proof, and the fact is not so, that they ever received from said administra=tors any of said money claimed by said McConnell, nor have they ever received any thing from a large personal estate of their deceased ancestor than

Petition

Millers Heirs

v

Hicks & Crutchfield

REPRODUCED AT THE NATIONAL ARCHIVES

Milborn Harris

vs

Crutchfield & Hicks

David Taylor's

— Deps

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee Agency Cont.

David Tayler makes Oath, that he was acquainted with Andrew Miller dec.^d since the time affiant was a boy. And about the time of his death affiant was intimately acquainted with his family and property and Commercial Concerns - that he was then possessed of and owned a Considerable personal estate consisting of negroes & Stock; - that he had five negroes worth as affiant believes $2000 or upwards - The Stock was of the best Quality in the Country at that time. Affiant believes his Stock of horses were worth ~~from 8 to~~ $1000 That his Stock of Cattle were worth at least ~~[illegible]~~ and his Stock of hogs worth $150. - Affiant understands and believes the hogs were given to John McIntosh to discharge a debt he claimed against the estate - The balance of the estate mentioned together with the household and kitchen furniture of the estate was Carried into the State of Georgia in the Cherokee Nation as affiant was informed and believes; - George Hicks & Joseph Crutchfield were appointed Administrators of the estate of Miller as affiant understood by the Cherokee Council, and did administer on the estate - Affiant knows of none of the property of the estate, that was applied to the payment of debts against the estate except the hogs as aforesaid - And a blind horse in the discharge of a debt of about $300 Claimed against the estate by Baldun Harle - And one horse given to McCormick for curing children of the family. Affiant knows of no other debts which Miller owed at the time of his death except such as has been allowed and paid by the professional of said Commissioners out of the Spoliation money of the estate -

Affiant has understood the ~~Spoliation~~ greater part of the property of the estate Carried to Georgia Came to the hands of said Administrators - Affiant has been acquainted with the family of

Deposition of
Mr Chisholm
in the case
Mellens Heirs
vs
Geo. Mifield & Stocks
Filed 7 May 1838

Cherokee Agency East —

Chow-u-ka, Chisholm makes oath that Andrew Miller was killed, and died on his reservation at Toco in Monroe County Ten. in the year 1818 leaving a considerable estate in horses, cattle, hogs and negroes, and household and kitchen furniture;= Joseph Crutchfield and George Hicks administered upon his estate.- Crutchfield took upon himself the management of the estate,- took the possession of the property, and also traded and sold the same. Hicks relying upon Crutchfield to attend to ~~his~~ the business had but little to do with the property of the estate= Affiant recollects that of the property of the estate ~~five~~ six negroes came to the hands of Crutchfield to wit Dila and her two Children, Willis and Stephen- Mary, Gregg, and Barny, and one was afterwards born of said girl Dila.- Affiant knows that Crutchfield was offered $1500 for Dila & her 3 Children, and supposes that they were worth at least that sum.- Crutchfield afterwards disposed of all of the negroes, but for what price Affiant knows not. He believes the negroes were worth at least $2500.- The stock of horses and cattle came also to the hands of Crutchfield and were

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

I agree to pay John H. Gillespie ten per cent upon the amount he shall procure to be allowed me by the Comrs under the late Cherokee treaty for my improvements at Spring which have not heretofore been valued for me. Witness my hand & seal this 17th. May 1838.

her
Liana + (Seal)
mark

[illegible] am to pay him [illegible] on the amount that shall be allowed [illegible] – Witness my hand seal this 22d. Octr 1838.

his
Grass or James + Davis (Seal)
mark

Three months after date I promise to pay John H. Gillespie or bearer fifty Dollars for value received this 11th Aug 1838 Witness my hand & seal
Key Dirty (Seal)
Test R. H. [illegible]

I have employed John H. Gillespie to prosecute my Spoliation Claim before the Comrs of Cherokee Cln for 1 horse stolen on Oostanaula Ga. and am to pay him 10 pr. Ct on the amt that shall be allowed me, Augt. 24th. 1838

his
Coo, u. tah, tah + (Seal)
mark

HANSELL, Wm. Y

See

Special File #107
[M574, Roll #18]

And

Special File #4
[M574, Roll #1]

REPRODUCED AT THE NATIONAL ARCHIVES

HARRIS, ARNOLD

See

Special File #83
[M574, Roll #9]

REPRODUCED AT THE NATIONAL ARCHIVES

Kendall, Amos + John E.

See

Special File #83
[M574, Roll #9]

REPRODUCED AT THE NATIONAL ARCHIVES

LATHAM, Thomas

REPRODUCED AT THE NATIONAL ARCHIVES

I made out an account of them write me to let me know if you received it D. A. L

Mr Daniel Vann
Rome Georgia

1832
1833
Cherokee

my account passed in the first council you have

Ought not the council to pass a allow the account and liquidate the same and give a certificate or warrant on the Treasury or a Draft or Check or some thing that would shew that I was intitled to so much money & some thing that would enable me to Draw upon your Treasurer or the agent to pay out those sixty thousand dollars or the secretary of war I must get you to attend to this

When will a council be held & when

Will it be necessary for me to be present

Can the account be allowed & a Draft given any other way & by whom

will you go to the council?

I will if necessary

Be so good as to inform me upon those points by mail immediately by the way of Rome &c

If this matter is not attended to now I shall loose the account by attention it will be allowed I think &c

Advise me the best course to be persued:

I wrote to Mr Ross but it is doubtfull whether he will ever get the letter as I did not know to what postoffice to address it We certainly can attend to it this fall

If you want the account I will send it to you I shall be at your house on the last day of next september but sooner if necessary write me fully

your Friend

Thos A Latham

David Vann

REPRODUCED AT THE NATIONAL ARCHIVES

T. A. Latham

Account vs

Cherokee Nation of Indians

Debt 350.

being a claim for Legal services rendered the Nation

Admitted $300.

Cherokee Nation of Indians

Dr

Thomas A Latham

To professional services rendered in defence of her people when sued at the following courts in 1832

	$
At Henderson court in February	25,00
do Do do March	25,00
At Eli Mc Connel court February	25,00
Do Do Do march	25,00
At Henderson Court April	25,00
Do Do Do may	25,00
Do Do Do June	25,00
Do Do Do August	25,00
Do Do Do Sept	25,00
Do Do Do October	25 00
Do Do Do	
	250,00

defending Old man a Cherokee Indian on a Bill of Indictment for murder in Campbell Dickinson Count	100, 00
	350, 00

I certify on oath that the above was the contract between Thos. A Latham and myself, I was acting as Agent for the Cherokee Nation. For defending the Old man was left optional with the nation.

Sworn to & subscribed before me this [illegible] Nov. 1856.

Jama Vann

REPRODUCED AT THE NATIONAL ARCHIVES

Campbellton April 18th 1837

Dr sir

I had an account presented and allowed & an order I suppose passd for three hundred dollars by the committee and commissioners of whom you are one. The account was for Lawyers fees David Vann had a power of Attorney to draw the money. he has written me that he has not yet drawn the money Be so good as to inform me if any such accounts or orders will be paid and when I would go to New Town if I was certain when the money would be paid or when you and your colleague would be there Also if you recollect anything of such an account passing

very Respectfully
your &c
Thos. A. Latham

W. Lumpkin

REPRODUCED AT THE NATIONAL ARCHIVES

103

Campbellton Ga }
April 15th } paid 12½

The Hon:

Wilson Lumpkin ~~Athens~~ New Echota
Ga

Thomas A. Latham
Atty. at Law.
Letter upon the
subject of his
claims for fees.

Rome Oct 10th 1834

Dr Sir
I have just received your kind
Letter of yesterday I hope your son
will recover so that you can attend
the council. Mr Ridge's son informed me
that the committee would be filled up
immediately. I wish you to attend to it
Keep the account and when your son
gets well enough you can put it in, in
time. I wish you to manage it just as
if it was your own, I find I can not
stay here untill thursday I do not think
it necessary you know all about the
business. I have made a power of Attorney
for you to receive the money Mr Ridge
informed me the agent would be there
with the money if you get the
money be so good as to inform me
by Letter & fix the time when you
will be at home for I wish to see
you before Christmas
But if you will not be at home
you could place the money in the
hands of Mr Sd Johnson with
directions to give it to me on my
receipt but I will come at any time
you set to your house. Retain enough
to pay you for your trouble Write me
as soon as the council is over or so soon
as you try to get the account passed
your compliance will oblige your Friend

Thomas A Latham

D Vann

Mr David Vann

Vann Valley Ga

No 10

REPRODUCED AT THE NATIONAL ARCHIVES

Mr Thos A. Latham Esqr }
}

Vann Valley
3d Dec 1836

Dear Sir I Recd your line

letter this day of the 23d Nov wishing me to write to

about your claim against the nation I attended at

the Council & submitted your claim to the Committee

there was an objection raised against the claim —

because it was not sworn to, you had an affadavit

attatched to it, but there was no Justice of the peace

name to it, & the Committee told me to take the papers

back & have it then regularly proven I told the

Committee that I could not do it I had found

the account that you furnished me among [illegible]

my papers I told them that I was willing to swear

that I believed from my recollection that it was -

Correct which was three hundred & fifty dollars -

including your account for defending old man

they made a deduction of your account while de-

-fending old man of fifty dollars & passed

Byron Ga
26

Wm J. Latham
Covington

Pp

Mr Thos. A Latham

Rome Floid County

Ga

REPRODUCED AT THE NATIONAL ARCHIVES

[illegible] Latham [illegible]

Vanns Valley
9th Oct 1836

Dear Sir I have to inf
=orm you I have a son that is very sick with
a fever and if he does not get better it will out
of power to attend the Council at the time that
I promised you that I would I have been at
a loss [illegible] it would be best to send your
account to the Council or not — I have concluded
to keep it until I went up myself I should like
to be present when it is layed before the Committee
notwithstanding I think it would be impor
=ant to have it layed in as soon as possible
I hope that my little son will get better
time enough and as soon as I can possibly
leave home I will attend to it for you
tho if you think you could attend to the business
without me I will let you know — I will send you
the account — as I said before I would be
glad to have it in my power to serve you
as I know all about your services & infact I
imployed you by authority vested in
me by John Ross who was the agent of the
nation you will see my condition tho if it is in
my power I will attend at the time I promised
you but if I do not come to come next thurs
=day you will know what it is detaining me

in haste

Your friend
David Vann

Georgia Floyd county } Know all men
} by these presents

That I Thomas A Latham do appoint and constitute David Vann my true & lawful attorney & agent for me and in my name to receive & collect the annuity account against the Cherokee nation and to give a receipt in my name for the same to the person or agent & commissioner of the U States who shall pay off the said account & I do confirm & ratify all things done in the premises by my said attorney Sealed & Dated this 10th of October 1836

Thos A Latham (Seal)

Test -
J B Hargrove

REPRODUCED AT THE NATIONAL ARCHIVES

Campbellton [illegible]

Gov. Lumpkin & Judge Kennedy

Gentlemen

inclosed I send you the letters of J Ross by which you will see that the debt was originally contracted on the faith of the Cherokee nation under the authority of John Ross who in 1834 told me at [illegible] in Floyd County that he would [illegible] that the nation should pay me On that point I consider your Honours are satisfied. The next point is can you allow me the whole charge of $100.00 dollars for defending old man [illegible] That I refer to your judgments the charge is very low I never took a less fee in a murder case now I think I am honestly intitled to it but shall be perfectly satisfied with your decision knowing how hard it is for you to please every body but it appears that I have as good a right to $100-00 as I have to fifty and as the nation has recognized the debt and thereby admitted that they were bound to pay the fee the point presented to you for your decision is whether that fee shall be fifty dollars or one hundred The next point is what your Honours will do with my fee in the case of Hawse Bugg vs Thomas J Rogers you will see the reason that that fee is not in my account the case was not tried untill 1835 long after the account was made out If you do not allow this fee against the nation I think you ought to suffer me to bring it in against the claim for improvements that Hawse Bugg has I certainly am intitled

Campbellton June 12

Messrs. Lumpkin & Kenady
Commissioners
Newtown, Cass
City Ga

Harvard Bragg vs Thomas J. Rogers } Trover &c for a horse } In Campbell Superior Court April Term 1832

Guilty

April Term 1833 Contd
Dismissed subject to be reinstated if the opinion of the Judges should convince me I have erred

Sept term 1834 to be referred to the convention

March term 1835 Verdict

Georgia Campbell county } I Robert A Hopkins Clerk of the Superior court of said county do hereby certify that the above is true full & complete copy and exemplification of the Docket on file in my office and that Thomas A. Latham is the attorney at Law of the said plaintiff as appears of record in my office Given under my hand & private seal there being no public seal belonging to my office this 8th of June 1837

John A. Hopkins Clk (LS)

Georgia Campbell county } Personally came Martin D Rogers before me and after being duly sworn saith that deponent was counsel for defendant and that Thomas A Latham was the attorney & counsel of the plaintiff and attended to the case on the Trial. M. D. Rogers

Sworn to before this 13th June 1837
Robert C Beavers J.I.C

fee $25 - 00

The State vs Old man	Murder / Verdict	In Campbell Superior court April Term 1832 / Guilty

Georgia Campbell County } I John A. Hopkins clerk of the Superior court of said county do certify that the above contains a true copy of the docket & that Thos A Latham is entered on the same as Attorney for defendant as appears of record in my office. Given under my hand and private seal there being no public seal belonging to my office this 8th June 1837

John A Hopkins Clk

LOVE + JARRETT

Franklin N. C.
28th Janry 1845

Hon Messrs G. W. Washington
& John T. Mayson

Gentlemen

So soon as Mr Love returned home from Tennessee we proceeded to execute the business assign^d us by you and we herewith inclosed send you the valuations of all the reservations sent us with the exception of that of the heirs of the Little Deer on which we have previously ask^d further instructions

you will perceive that all these Reservations are in that section of country treated for in the year 17 & 19 therefore the claimants have no right to improv^ts. as they have been occupyed by the whites since the year 1820

your ob^t Sv^ts

N. S. Jarrett

Dillard Love

N.B. if our work is not in form please instruct us

Jarrett v. Powers

Valuation of three

reservations viz

Ah. Cocks Heirs

Wicks. widow & Heirs

Wm Reed in right of wife

Valuation of the Heirs of Littledeer

This reservation is on a creek cald Burningtown a branch of the little Tennessee about eight miles below Franklin Macon county N. C. & covers the plantations where Thomas welch & David Allen now lives

Made this 18th March 1845

200	acres bottom Land at 10$ pr acres		$2000.
200	Do upland " 5.50 " "		1100.
240	Do mountain & ridge land 125 "		300.
			$3400.

REPRODUCED AT THE NATIONAL ARCHIVES

Little Deers heirs

valuation

Franklin N. C.
18th March 1845

Hon. Mssrs. G. L. Washington
& John Y. Mason

In my letter dated 31st Dec. I stated to you that the heirs of Little Deer had conveyed their title to their reservation away in a deed to the State of N Carolina & that said deed was now in my ~~possession.~~ and in our letter of 28th January we ask your further instructions on it. But the plaintiffs counsel having urged on us the propriety of examining the deed which we have done and we find it has not been executed in the manner and form that the ~~Statute~~ laws ~~of N Carolina requires~~ therefore think it proper in us to value the reservation and forward it to your office with this information on the claim

In our valuation of Ah leach reservation to his Heirs we neglected to say that we know of no valuation ever being made nor can we hear of any no release has been made to the State of N. Ca. of their title that we can hear of

Yr. obt. Servts.
N. S. Jarrett
Dillard Love

Franklin N. C.
31st Dec 1844

Hon. Mess. G. L. Washington
& John Y. Mason

Gentlemen I am sorry to have to inform you that nothing has as yet been done in the business assigned to myself and Mr D Love for the reason that he has not yet returned home from Tennessee

There is one of the cases sent to us to act on where in the claimants have signed away their title in a deed to the State of N Carolina the case of the Heirs of the Little deer the deed is now in my possession, shall I forward it to your office or does it go first to the office of the State where it belongs

Respectfully your
obedient servant

N. J. Jarrett

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee

N°3   J

Valuation of the reserve taken by William Reed in right of his wife Nancy Reed & children made this 26th January 1845

This Reservation is situated in Macon county N.C. & lies on both sides of Tuckaseega River & covers the farms now owned by Jas Hooper Benj. Allison and a Mr Brown the South boundary line of sd Reservation crossing the River about one quarter of a mile below the fork of the river

120	Acres River bottom lands worth 10$ pr Acre	$1200.–
100	Do upland good 6$ pr Acre	600.
420	Do mountains &c 25 cents "	105.
		$1905.–

N. T. Jarrett

Dillard Love

LOWRY, JOHN

Papers in
the Case of
John Lowry.

REPRODUCED AT THE NATIONAL ARCHIVES

1835
1816
19
300
570 0

Reservation
for J. Lourey

Second to be opened

No. 3.

REPRODUCED AT THE NATIONAL ARCHIVES

We the undersigned Chiefs and head men of the Cherokee Nation, remembering the many services which have been heretofore rendered to our Nation by John Lowery attorney when the individuals thereoff have been in jeopardy either as to Life, Liberty, or property, having been for many years past retained by us, as an Attorney and Councellor in behalf of our people and without having received any adequate compensation therefor, Do by these presents and for the Consideration aforesaid Reserve to the said John Lowery the following described tract of Land (viz) begining at a place called the Wildcat rock, on the north bank of Little Tennessee River on the Indian boundary line, thence with said line up the aforesaid river to a point opposite the upper end of the Tegua Island thence a direct line at right angles across said river to a point One half Mile from the south bank of said river from thence down said River observing an equal distance from the bank thereoff, to a point oppo[site] the begining and from thence a direct line to the begining to have and to hold the same for fifty years, provided never theless, that nothing herein contained shall prevent any Indian from takeing his or her reserve on any part of the above described tract of Land agreeable to the Terms of the Treaty

Toochelar his mark +
Glass his mark +
Richard Justice his mark +
John McLamore — +

Cherokee Agency
May 28th 1818

To the Commissioners appointed under the late Cherokee Treaty now in session —

Your applicant John Lowrey asks leave humbly to Represent to your honors, that at an early period of his life he became an inhabitant of that section of County Which is now Blount County, in the immediate Neighbourhood of the settlements of the Cherokee Indians and consequently became well aquainted with many of their people, and by Reason of such friendly intercourse was frequently called upon by them, in their intercourse with their white Neighbours, to Render them services, Which he most generally performed; This friendly intercourse was continued untill the 2nd day of August 1816 when he attended one of their Councils at Which the principal chiefs of their Nation appointed him as the Attorney for the Nation in the Courts of Tennessee, as will more fully appear by Refering to the appointment which is herewith transmitted, by virtue of Which said appointment your applicant has faithfully demeaned himself as their attorney and Counselor in the different Courts of Tennessee Wherein he practiced law, in all cases Refusing to be employed by the Citizens against them; and further Representing to your honors saith that in pursuance of said appointment, at the instance and Request of their Nation he attended their national Councils, attended the Treaty of 1817, which continued near two Months, at the Cherokee Agency, and Accompanied them to the City of Washington in the year 1818 and aided

them in making Calhouns Treaty at that place, to attempt to enumerate the many causes in Courts, important & trivial, Civil & Criminal Which have been conducted by your applicant for these people in the different Courts in Tennessee Would be impossible, they have been numerous, many of the most important could be mentioned if necessary, but in as much as by the appointment Received from the Nation, was considered as employment pr. Annum it is deemed unnecessary and therefore Will omit it; And your applicant further States, that for all the numerous services Rendered he has never Reced. one cent from the Nation therefor all Which he is Ready to verify, Your applicant Will further State to your honors that by an instrument of writing dated 28th May 1818. & also signed by the principal Chiefs of the Nation Which will be also transmitted, they acknowledged the services and proposed compensation of the most Liberal kind, but Which failed,- and from the original agreement with the Nation your applicant expected to Receive $ 500 per annum, but intending to place it on fair and equitable ground he asks the sum of $ 300 per annum calculating from the 2nd aug. 1816. untill the 2nd aug. 1835. making a Term of 19 years for Which he asks Your Judgment, all which is Respectfully submitted

John Lowrey

State of Georgia }
Cass County }

This day personally appeared before me one of the Commissioners under the late Cherokee Treaty, John Lowrey the Within named Applicants and after having been Sworn in due form of law deposeth and saith that the facts set forth in the Within application is true. that the services therein Mentioned, were Rendered and many More, that the Chiefs and head men, Whose Names are signed to the writings therein Referred to, done it after fair and full explanation to them of What the contained

Sworn to & subscribed
8th Sept. 1837 before
Jno Kennedy
One of the Commissioners

John Lowrey

Referred to the commissioners for Adjudication
Cekota 20th Sept 1837

J. A. Bell Presd. Comr.

ey
e
ts for
ppear
rrey
tions
unt-
ed
any-
for the
to be
for
nts
n
also
d
ged
ust
the
ents
many
ng
35.
is
y
Lowrey

Application of
John Loomey

adjudicated
26th Dec 1837

No. 1

The head Men and Councillors of the Cherokees in Council assembled do hereby appoint and employ John Lowry Jr. Esq. to act as a lawyer for their Nation in any matters that may be brought into our Courts in Tennessee for or against their people

Augt. 2nd 1816 -

Tooshalah +
Crawling Snake +
Eiglyhee +
Jolley +
Tullio +

REPRODUCED AT THE NATIONAL ARCHIVES

From the [illegible]
men of the Cherokees

fresh to be copied

No. 2

State of Georgia }
Cass County }

This day Came Samuel McConnell before me
and having been Sworn in due form of law deposeth
and Saith that he has been long aquainted with John
Lowrey attorney at law - and have attended a Considerable
number of Courts in the Countyes of McMinn Monroe
Blount and Knox within the last twenty years passed where
he practtised in his profession and as far as I now
Recolect - he was always on the Side of the Indians when
any of them had a Suit in our Courts in the above
named Countyes in Tennessee - I also Recollect that
he attended the Treaty of 1817 as Council for Said Cherokee
nation - that at Their first meeting to hold Said Treaty
at the Cherokee agency - from Some Cause there meeting
was posponed for Some time - that the Cherokees met
at amoah Townhouse to hold a national Council
and Called on Said John to attend Said Council which
he did - and I went in Company with him to Said
Council - he stated to me at that time that he
was Compelled to attend as Council for them -
I also had it from Several of Cherokee Chiefs as well
as other Cherokees that he was their attorney at
that time

Samuel McConnell

Sworn to & subscribed
7 Sepr. 1837 before
John Kennedy
One of the Comrs.

REPRODUCED AT THE NATIONAL ARCHIVES

Saml. McConnell
Deposition for
John Lowery

No. 4

State of Georgia }
Cass County }

This day came Hiram K. Turk before me and made Oath in due form of Law, that he became aquainted with John Rooney att: at law in the fall of 1818. and from that time to the present, he has been well aquainted with him, and his understanding amongst the people, was ~~that~~, that he was attorney for the Cherokee Indians, he has not only understood this from said Rooney himself but [illegible] has frequently heard the Cherokee people speak of Rooney as their attorney, and in fact has seen him in person manageing the causes of the Cherokees in the different Courts in which he practised Law

Hiram K Turk

Sworn to & subscribed before me this 8th Sept. 1837.
Jas. Ridge P. C.

REPRODUCED AT THE NATIONAL ARCHIVES

40
10
11 . 25
15
10
10
95 . 25

H. K. Funk's
Deposition

No 5

6

REPRODUCED AT THE NATIONAL ARCHIVES

State of Georgia }
Cass County }

This day came Caleb Starr before me and having been sworn in due form of law deposeth and saith that he has been long aquainted with John Rooney att^o. at law, that he has been present at many of the Courts in which he practised, ~~both~~ in the Circuit ~~and~~ Supreme Courts of Tennessee, that in all of those Courts whenever it happened, that any of the Cherokee Tribe of indians were concerned either as plaintiff or defendants, uniformly appeard in behalf of said Indian or Indians, and in no instance, so far as he Recollects, was the said Rooney employed against them or any of them and Aff^t. further saith that said Rooney was held and esteemed amongst them as their att^o. and Counsellor, and Aff^t. further saith, that the Chiefs and head men who signed his appointment, were at the date thereof, ~~were~~ in truth head men of the Nation, and Toochela was their King, that he has lived long among the Cherokees and was at that time aquainted ~~with~~ their National afairs

Sworn to & subscribed
7th Sept. 1837 before
John Hanna[?]
One of the Com^rs.

Caleb Starr

REPRODUCED AT THE NATIONAL ARCHIVES

Caleb Starr's Depo

No 6.

I do hereby certify that I was at Majr
John Walkers near where Calhoun now stands
when I heard a conversation between Majr
Walker, and Cple John Lacey relative to the
services of S. Lacey [illegible]ed as an attorny
for the Cherokees, [illegible] Walker remarked
to Mr Lacey that he would be paid
some day — I also believe that S. Lacey
has rendered the Cherokees very important
service for which I have never heard
of him being paid.

Silas Perry

5. Perm.

Duplicate

[illegible]

No 7

I do hereby certify that ever since the setting of the highwaghe district I have been personally acquainted John Lowry Attorney at law and know he was imployed by the Cherokee Nation to go with a deligation to Washington and assisted in making the Treaty of 1819 and is one of the witnesses to the same.

And do know that his being Considered councile for the Nation worked to his prejudice among the white people and do well recollect many persons said he had no right in our states Legislature because he was counsil for the Cherokee Nation

Given under my hand Sept 15th 1837

Sworn to before me
this 26th Dec. 1837 Nicholas S. Peck
John Kennedy
One of the Comrs

REPRODUCED AT THE NATIONAL ARCHIVES

N. S. Peck
Certifycate

~~[illegible]~~

No. 9

The Committee to whom was referred the claim of John Lowry for legal services rendered in behalf of the Cherokee Nation have had the same under consideration, & beg leave to make the following report.

From an examination of the evidence in support of Mr Lowry's claim, it does not appear to have been clearly substantiated, at least to the understanding of your committee. There are, however, two instruments of writing purporting to be powers of attorney given to the claimant by the then existing authorities of the country in which the claimant seems to have been authorized to defend the Cherokee Nation in the Courts of Tennessee as counsellor & attorney in fact. But they lack identity, and have not the official signature of the Clerk of the council. Furthermore, they have not been proven to be the power which they purport to be, save by the affidavit of the claimant himself. In addition to which to which, the amount which was to have been given is not specified in either of the powers of attorney, neither is the time for which he was employed mentioned. There are still other difficulties on the minds of your Committee. If the claimant has been in the employ of the Nation as its counsel for the number of years stated in his declaration, your committee are of opinion that the power given to him by Glass & others, would have been recognized by their venerable successors in office, & particularly the renowned Mr Ross, who is famed for his skill in business habits. No such showing has been made in the opinion of your Committee. The affidavits of Samuel McConnel, H.R. Turk, & Caleb Starr, only go to prove that they saw the claimant defending Cherokees in the Courts of Tennessee, and always understood that he was the retained counsel of the Nation. The evidence of these Gentlemen

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

is good as far as it goes. But is not of a character sufficiently positive to authorize your an expression of a favourable opinion by your Committee & could not be so considered by any Court of justice. This is the opinion of your Committee after a due examination of the case. We, the [illegible] however take pleasure in recommending the claim to the favourable consideration of the committee & shall feel gratified if they can allow the claimant compensation for his services. Your committee name no amount

New Echota.
Sept. 13th 1837.

Johnson Rogers, Chairman
Brice Martin
Archy Fields
John Adair

Report of the
Select Committee
on the claims of
Col. Lowry for
Legal services.

No. 8

Feeling at all times a lively and warm interest in the welfare of the Cherokee Nation early in the fall of 1818 determined if possible to defeat the ambiguities and deceptive tendency of Jacksons Treaty induced Me to Name a delegation of Cherokees to visit washington City to defeat if possible its deleterious effects

Consequently the delegation Nam^d or suggested was appointed and Met at Knoxville about Christmass of 1818 and I think Started for washington City early in Jany following Col^o John Lowry who had for many years been or professed to be the warm advocate of the Cherokee interest was appointed and accompanied the delegation to washington City in capacity of Secretary & while there devoted his time through this momentous struggle to the Cherokee Interest prior to this period and during Jacksons Treaty Col^o Lowry appeared zealously engaged on the bance of the ^+Commissioners but by what authority I know not.

Sworn to before me
this 23^d Decr 1837
John Kennedy
One of the Commissioners

Gideon Morgan

+ Cherokee

REPRODUCED AT THE NATIONAL ARCHIVES

Gillian Morgan
Affidavit
1897

No. 10

The Claim of John Lowry for Compensation as an Attorney and Councellor at Law for & on behalf of the Cherokee Nation in Various Cases in the Courts of the State of Tennessee

In this Case it appears Satisfactory to the Commissioners that on the 2d of August 1816 Various head men and Councillors of the Cherokee Nation executed an instrument in writing with their marks thereto Subscribed in the words and figures following Viz.

The head men and Councillors of the Cherokees in Council assembled do hereby appoint and employ John Lowry atto to act as a Lawyer for their Nation in any matters that may be brought into the Courts in Tennessee for or against their people

Aug 2d 1816

Toochalah x
Crawling Snake x
Toyesteekee x
Dolly x
Julie x

By which it appears that they employed said John Lowry Esqr to act as an attorney at Law for the Nation in any matter or matters that might be brought into the Courts of the State of Tennessee for or against the people of this Nation and it further appears by the memorial of the Claimant that he submitted his Claim to the Cherokee Committee together with the proofs which he then possessed and the Committee being unwilling or not disposed to decide referred said Claim with the proofs to the Commissioners for their final determination thereon and it also appears by the memorial and the oath of the Claimant and also by the testimony of Caleb Starr Hiram A Turk

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Silas Perry James Curran John L McCarty Gideon
Morgan Nicholas S Peck and Samuel McConnell that said
Lowry served the Cherokee Nation faithfully as Counseller and attorney
in the Courts of Tennessee in Suits brought therein by and against
various Cherokees from the time of his appointment up to the year
1835 When said Lowry removed from Tennessee to the state of Ala
bama It further appears in proof that on the 28th May 1818 the
Chiefs and Head men of the Cherokee Nation made and Executed
the instrument of writing in the following words and figures to wit

We the undersigned Chiefs and head men of the Cherokee
Nation remembering the many Services which have been heretofore
rendered to our Nation by John Lowry attorney when the individuals
thereof have been in Jeopardy either as to life liberty or property
Having been for many years passed retained by us as an attorney
and Counseller in behalf of our people and without having received
any adequate Compensation therefore do by these presents and for the
Consideration aforesaid demise to the said John Lowry the following
described tract of land, Viz, Beginning at a place Called the Wild
Cat Rock on the north bank of Little Tennessee River on the Indian
boundary line thence with said line up the aforesaid River to a point
opposite the upper end of the Tegue Island thence a direct line at
right angles across said river to a point One half mile from the
South Bank of said river and from thence down said river obtaining
an equal distance from the Bank thereof to a point opposite the
begining and from thence a direct line to the begining to have
to hold the same for fifty Years provided nevertheless that
nothing ~~herein~~ herein Contained shall prevent any Indian from

taking his or her reserve on any part of the above described tract of Land agreeable to the terms of the treaty

Too chi la his mark ×
Glass his mark ×
Richd Luther his mark ×
John McLemore ×

Cherokee Agency
May 28th 1818

By this instrument it appears that at that early day said Chiefs and Head men intended to provide for said Claimant large Compensation but which Compensation therein provided for was never received by said Claimant or any part thereof from all which testimony it appears that the said Claimant is entitled to Compensation for his services and labor as attorney & Councillor for said Cherokee Nation and for divers other services done and performed for said Nation for which he has never received any Compensation hitherto Therefore Whereupon all and singular the premises being seen and the proof in this Case being duly considered and understood It is ordered and adjudged that a Certificate issue to the said John Lowry for the Sum of One thousand dollars under the 10th article of the treaty of 29 Decm. 1835 made and Concluded between the United States and the Cherokee Nation

Decmr 26th 1837.

REPRODUCED AT THE NATIONAL ARCHIVES

Commissioners Office
Augt 18th 1838.

I Certify that the foregoing is correctly Copied from the Books of the Commissioners Office. Witness my hand and the Seal of the Office.

John M. Gifford
Actg Secty to Comrs

REPRODUCED AT THE NATIONAL ARCHIVES

To the principal Chiefs of the Cherokee Nation
Setting, in Committee—

Gentlemen, having at an early period of my life settled in the immediate Neighbourhood of your people, and thereby became well aquainted with many of them, and shortly after I commenced the practice of the law, was often applied to, to assist them in their difficulties with the White people, in this manner our friendly intercourse was continued untill the 23rd day of August 1816— When at one of your National Councils the head men of your Nation employed me generally as their attorney in the Courts of Tenn. and as a compensation for my services they were to give me five hundred dollars a year, and from that period untill the year 1835 I diligently devoted myself to their service as an Atty in the Courts of Tennessee in pursuance of my appointment, to enumerate the cases, important, & trivial, civil & criminal I managed for them would be impossible, they have been numerous, in none of which have I ever received any adequate compensation therefor from the Nation, and during the whole of the above named period, I never have in any instance been employed against any of the Cherokee people

REPRODUCED AT THE NATIONAL ARCHIVES

Therefore I come before you Relying on your Magnanimity and generosity, for such compensation as your Old Chiefs thought proper to allow. or such as you in your Wisdom may think me entitled to

Sworn to before me this 8 day of august 1838
John Kell
Mb Comt

John Lowrey

Cherokee Agency east 27th august 1838
This day came John Lowrey before me and made oath that the papers purporting to be signed by the old Indian Men, were actually signed by those, whose Names are thereunto subscribed with a full knowledge of the intention and that the services Stated in the within application, were Rendered to the people of your Nation, in truth and sincerity, and many More Not therein enumerated

Sworn to and subscribed before me this 8 day of august 1838
John Kell
Mb Comt

John Lowrey

REPRODUCED AT THE NATIONAL ARCHIVES

Claim of
John Lowry

To The Principal Chiefs of the Cherokee
Nation setting in Committee

Gentlemen

Having at an early period of my life (say fifty years ago) settled in the immediate Neighbourhood of your people, and thereby became well aquainted with many of their people, and as soon as I commenced the practice of the law, was very often applied to, to assist them in their difficulties with the White people, thus Matters moved on, untill the year eighteen hundred and sixteen, when at one of your National Councils on the 2nd day of August, in seen by [redacted] the then head men of your Nation gave me an instrument of Writing employing me generally as their att'y in the Courts of Tennessee, and as a compensation for my services, they then promised five hundred dollars a year, and from that period, untill the year 1835, when I Removed to Alabama, I have undeviatingly devoted myself to their service as the attorney of their people, in the Courts of Tennessee, to enumerate the causes, important & trivial, civil and criminal, which I have attended to for them would be impossible, they have been numerous, for none of which, I have I ever Recd any compensation from the Nation, and during the whole

BEST AVAILABLE COPY

REPRODUCED AT THE NATIONAL ARCHIVES

of the period above Named, I Never have in any instance been employed against any of the Cherokee people, and therefore I apply to you, Relying on your magnanimity, and generosity for such compensation as you in your Wisdom may think I am entitled to for my services.

John Lowrey

Augt 22^{d} 1838

The claim of
John Lowrey

Rejected by order
of the Committee,
Nov. 7 – 1838

J. K. Rogers Prest
Committee

Concur in the above
case & believe it right
to reject the same
on the ground that in my
opinion sufficient
compensation has
already been made.
7 November 1838
H. W. Walker

Athens McMinn County Tennessee

Dear Sir

I was appointed atty for the Cherokee nation in 1816 by their Chiefs & head men, they promised me $500 per annum in the claim I have presented I have agreed to take $1500 You have known me long, you know some thing of my attention to their business in Knoxville and elsewhere. I never received a fee against a Cherokee Indian since that time, would you be willing to give me a certificate on the subject, as full as your knowledge of the matter will Justify, & whether the amount I ask is unreasonable or not, you will remember I fully contended against Judge White in many Reservation cases. Your attention to the matter will confer a favour on

John Lowry

Hon. A. E. Scott.

REPRODUCED AT THE NATIONAL ARCHIVES

I do hereby Certify that I have been acquainted with John Lowry atto. for near forty years, and before I was appointed one of the Judges of the Circuit Court of Tennessee, I practiced law with him in many of the Courts of the State, a number of the Courts in which we practiced were Con=tiguous to, or adjoining the settlements of the Cherokee tribe of Indians, with whom the white people of the surrounding Countries had much intercourse, which produced Considerable litigation, and many law suits in our Courts, in which I uniformly found said Lowry advocating the part of the Indians. And it was understood and believed generally that he was employed by the Nation as their Atto. And after I took my seat on the Bench, I found him pursuing the same course toward the Cherokee Indians in all of which he demeaned himself industriously and zealously in the Management of their Causes to the best of his Skill and ability, And if any Attorney deserves Compensation he is justly entitled to the Amount he asks for believing it to be reason=able.

Edw. Scott

Athens 15th August 1838

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Judge Scott,

Statement

I do hereby Certify that I have been acquainted with John Lowry as a practising Lawyer for 18 years or upwards and before I was appointed One of the Circuit Judges of Tennessee I practised with him in several of the Courts of said State And a Number of the Courts in which we practised were Contiguous to, and adjoining the Settlements of the Cherokee tribe of Indians, with whom the White people of the surrounding Counties had much intercourse which produced considerable litigation and many law suits in our Courts, in which I uniformly found said Lowry advocating the part of the Indians: And it was understood generally that he was employ'd by the Nation as their Atto. And after I took my seat on the Bench, I found him pursuing the same course toward the Cherokee Indians. Many of the Cases could be enumerated and recollected by me if it should be deemed necessary, in all of which he demeaned himself industriously and zealously in the Management of their Cases to the best of his ability and Skill, and in no case do I recollect of his having taken side against an Indian — And if any attorney deserves Compensation, he is justly entitled to the Amount he asks for, believing it to be reason=able.

Athens 16th Aug 1835. Charles F. Keith

REPRODUCED AT THE NATIONAL ARCHIVES

Judge Keith's
Statement

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee Agency East
August 20th 1838

I certify that I have been intimately acquainted with and resided a neighbour to John Lowry Esqr attorney at Law from my infancy with the exception of about 3 or 4 years, and have practised Law for about fifteen years of the time in the same Courts with him in the Counties in East Tennessee contiguous to the Cherokee boundary, Every since my acquaintance and attention to business I have understood him to be an advocate of the Cherokee rights, and their Counsel and attorney in their suits litigated in the Courts of Justice, which he attended, I have no recollection of having seen, or heard of him ever appearing in Court as an advocate against a Cherokee, but on the contrary, as always prosecuting and defending their causes and that he was always industrious and zealous as their advocate to best of his skill and ability, but whether he was employed by the authority of Cherokee Nation I have no recollection of having been informed

John F. Gillespy

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

Jn. H. Gillespie

The undersigned for the last thirty years has been well acquainted with Col John Lowry, late a member of the bar of Tennessee.

From the year 1820, up to the year 1835, their practice in parts was in the same Circuit, some of the Counties of which were Contiguous to and adjoined the Cherokee Nation East. Sundry of the Cherokees had suits in the Tennessee Courts aforesaid, which were attended to by Col Lowry — Many of the suits were of great importance and difficulty and these suits had and received the attention of Col. Lowry — He managed for his Cherokee Clients with great ability, and no case was permitted to suffer, within the knowledge of, the undersigned for want of attention — His extreme zeal for his Cherokee Clients when in litigation with white men was a subject of frequent remark. — The undersigned understood Col Lowry to be employed for the Nation generally and he feels satisfied that he gave his attention in that way to the business of the Nation. He has no recollection of ever seeing him employed or acting against an Indian. Given at Athens Tennessee this 15 day of August 1838.

Tho J Campbell

I have been acquainted with Col Lowry acting as counsel for the Cherokees since the year 1823, and believe the above statement of Col Campbell to be correct in every particular

Athens, Ten August 15th 1838.

T. W. McBreadgate
Atto at Law

Tho. J. Campbell's
Statement
to Col. Lowry

REPRODUCED AT THE NATIONAL ARCHIVES

John Lamery
- Claims &c

Ceman & Morty
Certifficate

24th December
1847

No. 12 & 13 -

REPRODUCED AT THE NATIONAL ARCHIVES

I do hereby certify that I have been long personally aquainted with John Lowrey, and that at the time of the Treaty of 1817 held by Jackson and McMinn I lived at the Agency where the Treaty was held, and said Lowrey was there and boarded with me, and during the whole time of said Treaty he seemed to be engaged in the business of the Indians as their Councellor and Atty. I have also attended the Courts of Justice and found him there engaged in attending to their suits in Court wherein they were concerned. I was also informed & believe that he accompanied their delegation to the City of Washington & aided and assisted them in making what is called Calhoun's Treaty, and also believe that he has been viewed by the Citizens of the Country in which he lived as the Atty. of the Cherokees—

James Cowan

22nd December 1837
Sworn to & subscribed before me, one of the Commrs. 23d. Dec. 1837 January first 1838

M W Wilson one of the Commrs.

I John L McCarty do certify, that at the time of Jackson & McMinn's Treaty I was also there and boarded with the above named James Cowan, J. Lowrey also lived there & was engaged in rendering services for the Indians, and also say that the facts set forth in the certificate of Mr. Cowan are substantially true

John L McCarty

23d. Decr. 1837—

Sworn to & subscribed before me, one of the Commrs. 23d. Dec. 1837.

M W Wilson one of the Commissioners

REPRODUCED AT THE NATIONAL ARCHIVES

McKINNY, JOHN A.

Money paid by John Scott Treasurer
by order of the Board of Commissioners

To White Clerk	45.00
To Campbell do	27.50
To Printer	22.75
To printing of [illegible]	3.50
	98.75

REPRODUCED AT THE NATIONAL ARCHIVES

Received 7th May 1838
of the Comrs of the United
States the within acct in
full

John Adl Kinny

1500
12
3000
1500
18,000

John A. McKinney Esq.
To Ramsey & Craighead Dr.

Composition	18,000 ems	$18.00
Presswork	2 token	2.00
Paper		.75
Extra work in altering & correcting		2.00
		$22.75
To advertisement Lawrenceburg(?)		4.00
		$26.75

Recd payment Ramsey & Craighead
April 20th 1838

REPRODUCED AT THE NATIONAL ARCHIVES

John A. McKenney's
account
adjudicated taken
7th May 1838

THE UNITED STATES,

TO John A McKinny Dr.

DATE.		DOLLARS	CENTS.
1838 March 29th till 7th May 1838	To my services as Attorney for and on behalf of the United States, before the commissioners under the Cherokee Treaty of the 29th December 1835 beginning the 29th March 1838 – till the 7th May 1838 both days included making forty days at Eight dollars per day	$320	00
	To cash paid at Knoxville and Magistrates fees for taking depositions	$58	75
	To Paid Ramsey & Craighead at Knoxville for printing Opinion in the Reservation cases	22.	75
		$401..	50

Commissioners Office 7th May 1838

We have examined the above account and find it correct and Capt. Jno. Simonton disbursing agent will pay the same

John Kennedy

RECEIVED 183

of Disbursing Agent of the United States for

the Removal and Subsistence of Cherokee Indians;

Dollars, and Cents, in full of the above Account.

Recd Knoxville 20th April 1838 of John A. McKinney Esqr Twenty seven Dollars and fifty cents in full for the Transcripts in the cases of West & Wife & Peck & Carmichael – and McConnell & Norville & and 1 case in the United States Circuit Court – and one opinion in the case of Coody vs Martin –

J W. Campbell Depty Clerk

REPRODUCED AT THE NATIONAL ARCHIVES

McKinnely. atto

a/c

vs

U. States

Examined & allowed

Apr. 28. 1838

PARSONS, SILAS

Legal Services

REPRODUCED AT THE NATIONAL ARCHIVES

Claysville, 10 Feb. 1837.

Gentlemen,

My employment as counsel for your nation, within Alabama, and the terms & nature of it are known to both of you. You also know the fact of Mr. McClung's employment. He & I were lately advised that it would be proper to refer our claims to the committee or council of the nation which sits at New Echota, for their approval — we did so & they allowed sixteen hundred dollars to Mr. McClung & one thousand to me. This was done in our absence & by the committee of the <u>nation</u> the very authority, as it represented the nation, by whose decision it was our original contract to be bound. But now we are informed that the commissioners on the part of the Government require us to present an account proved. Our contract did not require an account & we never kept one. As it was our contract, or mine, at any rate, to receive whatever the nation should think proper to give me and as they have thought proper to allow me, of their own free will, the sum I now claim — for I certainly never sought the employment nor attempted to influence the decision as to compensation.

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

if the Commissioners require me to accept compensation on a principle which did not belong to the terms of my employment, it should at least be necessary on the ground of fraud or mistake in my claim as it now stands. From the time of my employment it has been well known that I have acted accordingly. If I had made no contract in particular, but had only agreed to do the business & keep an account, then the benefit to the nation & my own inconvenience or prejudice from the employment, might have been grounds of compensation. It would not be very easy for me to show how many fees I lost from individuals in consequence of my retainer by the nation. I think I recollect one such instance at least, in a homicide case. You will oblige me by explaining to the Commissioners, that it was my contract to have whatever the nation or its authorities should see proper to give me, & that I now claim no more.

Yr obt servt

Silas Parsons

N.B.
Please write to me

W 11

Messrs John Ridge &

Edward Gunter

Thomas, William H.

Murphy Cherokee County N.C.
August 21, 1843.

To the Hon Jno H. Eaton & E. B. Hubley
Com of the United States, acting under
the Cherokee treaty of 1835 & 6.

Gentlemen.

The principal part of the spoliation claims of the Cherokee Indians residing in Qualla and Buffalo Towns constituting in the aggregate about 900 of the population East have been made out and forwarded to the Hon T. Hartley Crawford Commissioner of Indian Affairs, before the Board came to this place. I have since written to Mr Crawford to forward the claims to this place for the purpose of laying them before the board but as yet have not received them. And now think it probable they will be retained in his office on your return to Washington allow me to request of you the favor to receive and examine said claims.

Very respectfully
Yours. &c. Servt
Wm H. Thomas
Atto for the Cherokees
at those Towns.

Wm. H. Thomas

21. Augt. 1843

Memorial of the Cherokees East.

To the Hon Bd. Com acting under the Cherokee treaty of 1835 &c

The undersigned respectfully represents that, he was employed by the Cherokees East to make out and attend to their claims arising under and provided for by the treaty of 1835 &c, That he had powers of attorney duly authenticated which are on file in the office of the Commissioner of Indian Affairs, from nearly all the claimants, in North Carolina –

He made out a claim for them for their Commutation for removal and subsistence allowance Amounting to $53.33⅓ each provided for under the 12th article of the treaty, The Commissioner refused to allow the claim, And I now ask, the permission of the board to allow me to have the said claims docketed and adjudicated by the board.

Respectfully
Submitted –
Wm H Thomas
Atto for the Cherokees
East

Wm. H. Thomas
Request of
Comr. of Ind. Affrs
22. Aug: 43

Commissioners
Office Murphy N.C.
August 23. 1843.

To the Hon. the Com,
acting under the Cherokee
treaty of 1835-6. —

The undersigned respectfully represents that, when he left here a few days since to take testimony he was of opinion and so understood the board to say that the board would not close the business at this place before next Saturday with a view of completing the business of the Qualla Town and Buffalo Town Cherokees as well as the business of other claimants East. I have employed J. W. King, and other agents who are now absent preparing claims to be submitted to the board for adjudication and agreeable to instructions will be here against Saturday — I shall proceed to Washington and direct the claims with the evidence to be forwarded to the Hon. James M. Porter Secretary of war, to be laid before the board,

Very respectfully
Yours. Obt. Servt.
Wm. H. Thomas
Atto. for the Cherokees

REPRODUCED AT THE NATIONAL ARCHIVES

To the Hon

John, H, Eaton,
Secy of Colum
E. W. Hubbard

Com of the U. S.

23d Aug. 43

REPRODUCED AT THE NATIONAL ARCHIVES

Waynesville NC
Sept 19. 1843.

Hon Jno. H. Eaton & E. B. Hubley

Since you left here I have been very unwell but my health is improving, and unless I get worse I shall start to Washington next week. I herewith enclose you evidence which please have filed in the respective cases

Very respectfully
Yours obt servt
Wm H Thomas

27. Sept. '43
at Wash

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

H. Eaton & E. B. Hubley
Washington City
D. C.

Commissioners Office
November 5. 1844

Hon Geo C. Washington
& Genl. Jno. T. Mason

Gentlemen.

By a letter received from Felix Axley of Cherokee County No Carolina. I am requested by him to inform the board that he was employed, as well as Mr. Randall, as Counsel in the claim of Handel Rockwell & others. and rendered service in the preparation of said claim. for which he claims an award in his favor previous to the issue of certificates to the claimants for three per cent on the amount allowed. $240. Proof of the services having been performed will be filed tomorrow.

very respectfully
your obt. Servt.
Wm. H. Thomas

We were present before the late board of Commissioners under the Cherokee treaty of 1835-6, and know that Felix Axley of North Carolina assisted in the prosecutions of the claim of Hansel and others before the board as counsel for the claimants - Hansel was present

Nov. 3. 1844.

Jn. F. Gillespy

Preston Starritt

REPRODUCED AT THE NATIONAL ARCHIVES

Letter W. H. Thomas
for
Felix Axley —

Washington City D.C.,
Commissioners Office
No. December 28. 1846,

Messrs Harden & Brewster
Commissioners under the Cherokee
treaty of 1835-6,

Gentlemen,

The undersigned having withdrawn a large number of claims for preemptions, improvements, spoliations, reservations &c while your predecessors Washington and Mason were Commissioners on the Board, and signed receipts therefor on their docket in accordance with your advertisement and requirements since made begs leave herewith to return them, to the Board, and asks that he may be permitted to enter one claim of each description on your docket to be acted on as may be convenient to the board and also to the undersigned and the decision on the one claim will be sufficient to determine the necessity of transferring any of the same description to your docket

With the highest respect
your obt. Servt
Wm. H. Thomas,
atty for claimants
&c &c,,

REPRODUCED AT THE NATIONAL ARCHIVES

Wm H Thomas
to
The Commissioners

upon returning
the claims withdrawn
by him from the
files.

Washington City
April 27. 1847

Hon E. Harden &
B H Brewster

Gentlemen

In the event you should come to the conclusion that you have not jurisdiction of the claims for property taken from the North Carolina Cherokees subsequent to the 23rd of July 1838, and should so decide in the case of Dikagusked, allow me to request that all the other claims of the same description designated on the list filed be dismissed from the docket. And may I also ask the privilege of withdrawing the papers in the cases of which it may be determined you have no jurisdiction.

Very respectfully
Your obt Servt
Wm H Thomas

To this application the following order is directed to be made and the Sec. will record it.

The request made in the above letter can not be granted. The III Rule of this Commission expressly prohibits the withdrawal of papers once filed upon any pretext whatever.

B H Brewster
Edward Harden
Cherokee Com:

Application of W. H. Thomas to withdraw papers.
April 27, 1847.

Not granted. Apl 28.

In the war office

I want a copy of the Commission and instructions, that issued to the agent or agents to survey the reservation granted in the State of (N.C.) under the Treaty of 1819, To be read as evidence in the court of N.C.

Wm H Thomas
N.C —

Copy —

REPRODUCED AT THE NATIONAL ARCHIVES

1 [illegible]
2 [illegible]
3 [illegible]
4 [illegible]
5 [illegible]
6 [illegible]
7 [illegible]
8 [illegible]
9 [illegible]
10 [illegible]

[illegible]

---

1 Co.te.ca.wih or Cinthia Wilson ——— ———
3 Cat ——————— Etowwah ———
4 John son wife Nancy Cho sto ye ———
5 dear comings Etowwah
6 Tu ash o coh na sutah aky Etowwah
7 Ke nah tee hee ——— Etowwah
8 ah ne see wah so ——— Etowwah
9 wakee or Peggy ——— Etowwah
10 Tah wah nee ——— Etowwah

Oo umm Cty Georgia —
Dispossessed in the
year of 1838.

To the hon U States Commissioners
Acting under the Cherokee
treaty of 1835 & 6,

Gentlemen

The Cherokees of Qualla Town, have furnished me with a list of Cherokees who have been dispossessed of their improvements in the State of Georgia when that State granted their Lands to her Citizens. I have not had the opportunity of preparing the testimony in each Case but hope I will be permitted to file it at Washington —
I herewith submit the depositions of Daniel McArthur and Thomas Berry, which prove the treatment the Cherokees received where they lived at the time they were deprived of their improvements.

Respectfully
Submitted
Wm H Thomas

Improvement Claims in Georgia — of The Qualla Town Cherokees

REPRODUCED AT THE NATIONAL ARCHIVES

W H Thomas'
unadjudicated
reservation claims_

Eastn Cherokee

Land

Washington City
November 29. 1844

Hon George C Washington
& Genl John T. Mason
U S Commissioners

That you may know what cases I have ready for adjudication I beg leave to submit the following list thereof. which were docketed long since.

The claim of the ~~Child~~ Buffalo
1 " " Children of Arkalaka
2 " " " " Canought
3 " " " " Chugatoque
4 " " " Kahuka
5 " " " Sikawessa
6 " " " Big George
7 " " " Son Nisquetih Sap Sucker or Bag
8 " " " Big Tom
9 " " " Howeatogih or Standing Deer
10 " " " Younawolla or Bear at home
11 " " " Tom or Long tom
12 " " " John Ben
13 " " " Tekentasih
14 " " " Youne ta lina
15 " " " Santutlaga
16 " " " Seltucka or Big George
17 " " " Yoniyahah or Bear going in the whole
18 " " " Cheestoo or Rabbit
" " "

Children of Cawisoetah or
19 Parch corn flower
Children of Alequih or snail
20 " Tettehee Rabit's son
21 Children of Qatsih or
22 Betsey
Children of Castuyah or Sharpfellow
23 Children of Ohnyucutla or Shell
24 Children of Calecha
Children of
25 Chutennuh or Cat
Children of
26 Hanallah
Children of
27 Oyalkih or Grass Grow
Children of
28 Sowcash
Children of
29 John Quicky
30 Suila or weaver
Children of Samuel Ward
child of Path killer

REPRODUCED AT THE NATIONAL ARCHIVES

One cause of these cases not being urged upon the board sooner was the intimation given that until the decisions were completed on preemptions and on the question of reviving the rejected claims no other cases were desired. The decisions refered to if completed the decrees have not yet been entered on the decree book but it is presumable will be in a few days.

I wish it understood notwithstanding I have been here on expenses upwards of a year and notwithstanding the Eastern claimants having now but few claims that there is any prospect of gaining except their reservations, all the promises made in their favor as a compensation for the lands conveyed under the treaty having in consequence of the ambiguous language in which it was worded and other causes, been construed into a perfect nullity except that the United States are to have their interest in the land without paying any thing for them. The few claims which have been allowed do not amount to as much as remains due them for improvements under the treaties of 1817 & 19 — on which the statute of limitation has been pleaded on the part of the United States in bar of payment. Being thus situated I have nevertheless no desire that the Hon board should remain one day on account of the claimants unless the President and Secretary of War should consent to their doing so.

With the highest respect

Your Obt Servt

Wm. H. Thomas

REPRODUCED AT THE NATIONAL ARCHIVES

I furnished Corn and Clothing for Cherokees from the date of the treaty at the request of Mr. Schermerhorn, who Certified the same to the war Department – I wish to know if I am entitled to pay for the same

13.50
8
108.00
9.

Wm H. Thomas

Wilson Lumpkin & John Kennedy Commissioners under the Cherokee Treaty of Dec. 1835 – made the following decisions, on the several claims herein stated & recorded – being claims against individuals of the nation – provided for under the 9th article of the treaty.

28.68 3/4 | 50 7 3.56
8
2.29 7.0
2
4.59 4
1.14 8
76 5
$6.50 7

6 1/2
4 4/3

80
8
6.40
37 1/2
6.77 1/2

150
8
12.00

115
8
9.20
4.60
2.30
$16.10

22.12 1/2
8
176.9.0
14.7.4
191.6

5
8
40
6 1/4
46

$74-25
344-25
89-00
7 50

Washington City D.C.
November 22. 1838.

To the Hon Commissioners
acting under the Cherokee Treaty of 1835,

Allow me to request that Cal Gardner in the absence of the Board may be authorised to issue Certificates in my favour for ten percent on all the claims which have been allowed by the Board of Commissioners filed by me. And that blank Certificates may be signed and left with Col Gardner for that purpose.

very respectfully
yours Obt Servt
Wm H. Thomas

REPRODUCED AT THE NATIONAL ARCHIVES

ROCKWELL, SAMUEL

See

Special File # 4
[M574 Roll # 1]
+
Special File # 107
[M574, Roll # 18]

REPRODUCED AT THE NATIONAL ARCHIVES

THOMPSON, Waddy

(ATTORNEYS' CLAIMS)
See
Special File # 813
[M574, Roll 9]

REPRODUCED AT THE NATIONAL ARCHIVES

Underwood, Wm. H.

Rockwell, Samuel
(Legal Services)
See
Special File #107
[M574, Roll 18]

REPRODUCED AT THE NATIONAL ARCHIVES

Underwood, Wm. H. et al. [NON-RECORD COPIES] SPECIAL FILE #107

REPRODUCED AT THE NATIONAL ARCHIVES

UNderwood, Wm, H

(Services As Attorneys)
see
Special File H 4
[M574, Roll 1]

REPRODUCED AT THE NATIONAL ARCHIVES

SPECIAL FILE #107: For pre-1836 claim against Cherokee by these attorneys see #4.

For claims by other attorneys for Cherokee see #83, 152; for attorneys claim against Old Settler Cherokee see #301; for claim against Cherokee Freedmen, Cherokee Delaware, and Cherokee Shawnee see #298.

[illegible]

[illegible] fact that [illegible] in the

said [illegible] William [illegible]

one of
[illegible] in the service

[illegible] after the [illegible] of the said

[illegible] and that the services rendered were [illegible]

William Rogers

and [illegible]

Jan. 23 1837

I do hereby Certify that an Order of the Cherokee Council authorised John Ross to employ an attorney for the Cherokee nation in their Controversy with Georgia and that William H Underwood and Thomas W Harris was employed as the attornies, shortly after the beginning of said Controversy that the said Harris Continued for a Short time, and abandoned the Service of the Cherokees, that the said Underwood — Continued in their Service until the end of the Controversy, and was Considered as the attorney for the said nation and that his services were numerous arduous and important and the Understanding of the Cherokees Council was that he was to be paid whatever he should Charge at the end of said Controversy by the nation,

14th Feby 1837

A. McCoy

Formr Clk the
National Committee

I do hereby certify That John Ross the principal chief was empowered and authorised

M Coyo
Certificate
no 2

SPECIAL FILE.
No 67

Washington Feby 23 1830.

You must not think me insensible, or ungrateful for your kindness, my fair sister, because I have not sooner answered your charming letter. I hope you know me better than to form such a judgment altho' I have breathed the Lethean atmosphere of Annapolis. Your letter did not reach me there & was delayed in its transmission to this place. Nor have I been remiss in attending to the interesting matters of business to which your letter refers. And first - I determined to see the Cherokee Delegation & on consulting with Mr Southard as to the most favorable mode of introducing myself he offered to perform that Office for me. Unfortunately however such were his engagements in the Senate, the Court room & elsewhere, that my repeated visits to him to engage his attendance proved fruitless; until today, he being on the eve of setting out for New Jersey - he gave me a letter to the Chief of the Delegation John Ross - I have just returned from my visit to Ross. He received me with the utmost civility & cordiality, in consequence of my relation to their great & good friend your Father. But in other respects the visit was not so satisfactory as he gave me no reason to believe that the Cherokee difficulty was to be speedily adjusted. He informed me of matters of which I was not before apprized. The Treaty to which Judge Clayton refers he denounced as an imposition upon the Nation ie (the Cherokee Nation) to which they would not consent, but would oppose

its ratification by the Senate of the United States.
He said the treaty was made by persons unauthorized by the Indian nation - and by agents on the part of the U States - without full & adequate powers to that effect - That the great body of the nation had protested against the treaty as not their act. From him I learn that there are two sets of Commissioners here both professing to represent the Indian nation to wit. Ross & his party claiming to represent the whole nation - and another party the negociators of this treaty, who represent a small faction of the Indians, too inconsiderable to deserve the name of a party.
Ross & his Co-Commissioners mean to contest the validity of this treaty - but claim to have full powers from the nation to negociate another at this place. He further stated that he had reason to believe that the President would submit the treaty to the Senate for their ratification, in spite of their objections - and added (sagaciously enough for an Indian Diplomat) that he would do it if for no other reason than to throw on the Senate the odium or responsibility of rejecting it.
Thus you have the views of one party of the Indians & the result is that the matter is not likely soon to be so adjusted, as to open the way for your brothers claim - This history was entirely new to me, & I would have endeavored in the time I have been here to learn more particulars from other sources.

In other

In other respects the interview was satisfactory. He expressed in his own name & that of his nation the liveliest remembrance & warmest gratitude towards your Father. Expressed the deepest sense of obligation to him for his devoted & valuable services to the nation and renewed the promise of ample remuneration to his family whenever the condition of his people, would enable them to fulfil it. Of course I took occasion, to urge the matter as far as I could with propriety.

I regret that the necessity of setting out very soon on my return will deprive me of the means of doing more in this matter at present. It will be important for your Mother to enlist the services of Mr Southard & of other influential persons here to keep her apprized of the prospects of this business. Mr Southard from his position in the Senate will be able to give her the earliest intelligence.

It will be also important to consult from time to time with Judge Clayton.

Finding on enquiry that Mr Southard had not yet attended to the procuring the "certificate from the Clerk of the Supreme Court" I undertook to procure it & now enclose it. It is however a very meagre & unsatisfactory exhibit of the valuable services rendered by your Father. But it is all that the Minutes of the Supreme Court can afford. I looked over the Books with Mr Caund & we extracted all the entries they afford. And I

do

do not see how it can be otherwise. The labor
the genius of the Counsel were expended in
the preparation of the elaborate & learned
pleadings both written & oral which were
delivered in the Court. The first are not now
to be found in the hand writing of the counsel
who indited them, but are in print on the files
of the office & the last rest in the recollection
of those who had the happiness to hear them or
in the books which gave a faint report of them
There cannot however be any danger of their
being forgotten or overlooked by those whose
cause they advocated, as these people are
not apt to forget after any lapse of time their
friends & benefactors.

I send the paper Measure as it is, hoping it
may serve the purpose contemplated by Judge
Clayton & in the mean time, I have a promise
Mr Carrol to search further for evidences of
the labors of your Father in his office & if any
can be found to send them to your Mother.
She has been very zealous in this business, which
he seemed to enter upon as a labor of love.
She suggested to me the subject of another
claim of your Father to a fee in Delaware
about which I had heard nothing & could
tell him nothing. I send his written Mem
orandum & given to your Mother for her
consideration

Washington City 30th June 1838.

Mr J. F. Schermerhorn

Sir

Messrs Buchanan, Hundell & Anderson, who were engaged by the Cherokees in all controversies in which either the nation or the independence of the tribe were concerned, have insisted that in my passage to the North to spend a few days in this place to endeavour to have their accounts adjusted. From your letter to the Honorable Wilson Lumpkin & William Carroll, I am satisfied that you are duly impressed with the justice of the claims of these gentlemen & that your intentions they should without hesitancy be paid. I cannot doubt but, if those enlightened gentlemen had acted conjointly in the commission, if the whole amount demanded had not been paid, at least a liberal and satisfactory compensation would have been allowed. The matter however was referred to Governor Lumpkin & an other commissioner, who came to no definitive conclusion the former gentleman having been of opinion that the amount which the other commissioner was willing to allow was not adequate to the services rendered. In this state of things an appeal was made to the Secretary at War, who referred the matter back to the commissioners, intimating an opinion that the interposition of the department would be proper only in cases in which it should be satisfac

torily shewn that the Commissioners neglected or refused to receive claims and testimony without just grounds or in which fraud or corruption was alleged – the commissioners have refused to act further in the affair and I am now in behalf of those gentlemen about to renew their application to the War department to have their just claims paid – I am satisfied that you are under them special aid – They are assured, you, ~~that~~ if here, from your sense of Justice ~~you~~ would feel disposed to do so. I have taken the liberty therefore to address you, to request you to enclose to me at ~~that~~ this place without delay (as my time is limited) a line, addressed to Sec of War or Gen Scott ... fully expressive of your views & urging if you please the adjustment of these claims – By this act of Justice to these gentlemen you will greatly oblige

Your Obdt Servt

Charles J. McDonald

State of Georgia

This is to certify that I have been a practiceing Attorney in the Western Circuit of said State before and eversince the Extension of the Laws of said State over the Cherokee country and that I attended the courts in those counties to which the Cherokee country was attached and Know of my own Knowledge that Judge Underwood regularly attended the courts in those counties to which the Cherokee country was attached particularly those counties in which ~~in which~~ the principal part of the Cherokee Indian business was transacted And I Know that he regularly + constantly gave due ~~and~~ prompt and faithful attention to all of the Cherokee business that was in any of those courts And living in the same Village with Judge Underwood I have had a good opertunety of Knowing the great amount of professional Services he has rendered for the Cherokee People and the great Sacrifice he has made in attending to their business. I Know he was necessarily compelled to abandon to a great extent an extensive and Lucrative practice which he was engaged in to attend to their business and that he had to abandon many of the Courts.

in the Western & Northern Circuit in which he was doing an Extensive & Lucrative practice for the purpose of attending to the Cherokee business— especially since the Cherokee country has been laid out into Counties—

And from my Knowledge of the length of time the Judge has been engage the extent and importance of the Services he has rendered I can Safely Say that any Sum less than Twenty five Thousand Dollars will not be fair compensation for the Services rendered by him for the Cherokee Nation—

Robert Mitchell
Atty at Law

2

New Echota 3 Feby 1837

The Hon.l Wilson Lumpkin & John Kennedy Esqrs

Commissioners &c

In presenting my Claims for adjudication, for services rendered the Cherokees as their attorney, I have thought it would not be entirely useless to accompany them with the following brief remarks, first it will be perceived that I was employed as the attorney for the whole Cherokee people in a Controversy Conceived by them as of vital importance, and which all knew involved questions of the greatest intricacy and difficulty and for which I was to be paid to my full Satisfaction whenever that Controversy ended — This Controversy at first difficult and important was rendered much more difficult by the Continual additional enactments of the Legislature of Georgia at every session from 1828 to 1835 whenever we could have any points settled as the history of those times show we had many, and some of the most important settled in favor of the Cherokees, the next Legislature by new enactments would produce new difficulties, Causing the deepest research and investigation as well as labor to devise a remedy to meet the new exigency, and all this labor lay individually upon my shoulders, to give a short history of this Case gov.r Gilmer in his first movements Caused bills of injunction to be issued against numerous individuals Composed of the most Wealthy individuals of the nation, to restrain them from digging gold, when they were employed on the most profitable mines in the nation, On these bills attachments issued against many of those individuals for disobeying the injunction, to relieve them from these attachments and imprisonment under them I had much trouble These bills were by Order of Judge Clayton argued at Milledgeville before the Judges in Convention where I was the only Council for the Cherokees the jurisdiction of Georgia was sustained by the Judges in Convention and I was Compelled again to a new Course and after laborious research and a lengthy argument I succeeded in dismissing those bills on the ground that the governor of a State had no right to Commence such action in his name

as such; the next Case of importance in Order of time was the State vs George Tassells for murder in which the jurisdiction of the State as to criminal matters Came directly before the Court this Case I Carried up by Writ of error to the Supreme Court of the U.S. and procured a reversal of the Judgment ~~[illegible]~~ in the interim the State Courts having sustained Jurisdiction a numerous Class of Cases arose in the Courts to all of which I attended but which I Conceive it unnecessary to refer as I only intend to give a short history of those in which principles were settled which were new and of these the next in Order was the Case of the Indian Cannatoo prosecuted for digging gold under a Statute of Georgia making it a penitentiary offence in this case I relied upon the unconstitutionality of the law argued it alone and procured a decision in favor of the argument which cost judge Clayton his office — the next was the Cases of the Missionaries and nine others seperately indicted under another Statute of Georgia which required white men residing in the nation to take a certain Oath — The history of those Cases are familiar to all, — some accepted a pardon all I believe except the Missionaries. the next important new Question arose under the law of Georgia for dispossessing the reserves and such persons as had employed white persons as laborers &c here a new and important Question arose for if this law Could not be Successfully resisted all the most Wealthy and influential men in the nation Comprising many hundreds, ~~of~~ of individuals and nearly all the most valuable possessions in the nation would be turned out of possession, on the passage of this law ~~—~~ it became necessary to hold a Consultation with Mr Ross as I well Knew that the labor would be immense and which I could not think of performing for less than large Compensation as a vast number of bills of injunction must be resorted to I came on to the nation by appointment with Mr Ross and had a meeting and Consultation with him and many of the Chiefs of the nation his advice to me was that regardless of all costs I should go on and endeavor to resist the Operation of the Statute in question as

REPRODUCED AT THE NATIONAL ARCHIVES

in the event of not being able to obstruct the Operation of that law immediate distress and ruin to many would be the Consequence and he again repeated his assurance of full and ample Compensation whenever the difficulty Should be ended; in Order to frame a bill of injunction to meet the exigency of this new question, as it was One almost sui generis — I spent much reflection research and labor as Our books furnished no Suitable forms for such a case — after having satisfied myself upon the proper form of bills I had a great number printed and which were used as the Cases arose — On these bills rules were granted followed by injunctions after most laborious argument in which Counsel were employed by the State to argue One of the cases — against us The result was the Cherokees so far resisted the Operation of this laws as to Continue their possessions untill the passage of a law taking away the equitable jurisdiction of the judges in all such cases — to the Indians this has been most important as they thereby not only retained possession but have Obtained pay from the government for all injuries sustained by loss of possession under the law taking away the jurisdiction in Equity of the Judges — after the passage of this last law feeling Confident I could no longer Sustain the Cherokees I repaired to Washington and as their attorney advised them to enter into a treaty — and if I may be pardoned the egotism I Cannot resist the Conclusion that they have obtained by treaty some millions of dollars more than they would have done had it not been for the protracted struggle which I enabled them to make — I spent three months at Washington and all most all the ballance of the year in the nation in endeavoring to effect that Object —

It would be proper to remark that after the bills of injunction last mentioned Col Rockwell and Major Hansell were employed to assist me and did perform much Service to the end of the difficulty — ~~it is~~ This is a very Succinct history of my employment and the general course of the Cherokee business a business which has employed nearly my whole time and attention from its commencement and by which I lost all the advantages which I know would have been realized by an employment on the opposite side had I not been engaged for the nation of Cherokees — and where the payments would have been regular as the business occurred — now when it is Considered that the time for payment was indefinite as to what business I did for the Cherokees when my engagement was for almost an entire nation — whose business was large and of the most perplexing character continually embarrassed by new legislation in a Country greatly extended where I was Called on almost Continually in the interim between Courts to attend to the liberation of some individual arrested by the Georgia guard or taken up by some magistrate Warrant, when all this was to be done upon my own expences, when I also abandoned a practice of more than four thousand dollars per annum — I leave it to the fair Consideration of the Commissioners whether I ought not to be fully compensated I can say safely that all the Indian business on the great leading points was planned arranged and executed by me — but I take it to be conclusive that I am entitled to what I demand because I herewith transmit to you the Certificates of Respectable and honorable attornies who were eye witness of my Services who have no interest in the subject and whose characters are far beyond the reach of suspicion

REPRODUCED AT THE NATIONAL ARCHIVES

5

who certify ~~that~~ ~~— the least~~ what I am at the least entitled to receive — Can more be asked these men to whom I have appealed for evidence are shown by their position to be best able to know what sum should be paid to me — and they state it.

If then human testimony can make a point clear I think this made so, an inquiry is before the Commissioners as to what sum should be allowed me - from the Cherokees I produce the testimony of Respectable witnesses whose situation shews they ought to know and they state what I ought to have — and with due submission I cannot see what more can be required or could be expected in my power to produce

all which is respectfully submitted

W. H. Underwood

I promise to pay Tho W. Harris & William H. Underwood One thousand dollars each value rec^d
Sept 20th 1830.

Agreement &c
Between Underwood
& Harris
&
The Cherokee
People

20 SEPT 1830

SPECIAL FILE
107

Georgia. It is understood & agreed by and between Tho. W. Harris & William H. Underwood Atto. at Law of the one part & William Rogers as the Authorized Agent of the Cherokee Nation on the other part. that said Harris & Underwood have undertaken as attos. to attend, one or both of them, to all such Cases as the said agent or any other Authorized agent of said Nation may require them in any of the Counties of Carrol Gwinnett, Hall & Habersham in which said Nation or any of its people may be parties - until such time as a decision may be had finally on some one of the Cases now brought or which may be brot. or until a case should be carried up to Supreme Court - Sept. 20th 1830.

Tho. W. Harris

Wm. H. Underwood

Pay my part of the within to Th. W. Harris
Nov. 23. 1830.
Wm. H. Underwood

Recd. of the within by the hands of Wm. Rogers [illegible] hundred [illegible] J. Watkins [illegible]
Tho. W. Harris

Sept. 16th 1831. Recd. of the within by the hands of Wm. S. Cobb, two hundred dollars — Tho. W. Harris

Sept. 1832. Recd. by the hands of [illegible] Rogers [illegible] dollars [illegible] Sept. 1831.
Tho. W. Harris

Washington July 11th 1836

Gentlemen

You know I have declined acting as a Commissioner of Claims under the Cherokee treaty; but I feel it my duty however ~~that~~ to inform the Commissioners of the understanding between you & me, in reference to your claims, for services as Counsel of the Cherokees; and therefore I send you a copy of my letter to the Commissioners Gov. Lumpkin & Carroll as follows. (Copy)

Gentlemen You are aware that Messrs. Wm H. Underwood; Wm Y. Hansell & Samuel Rockwell ~~Esqrs~~ have been heretofore engaged as Counsel & Attorneys for the Cherokees; and you may have heard (which is the truth); ~~that~~ they have rendered me very essential service, in the Cherokee negotiations, and if they had opposed me I could not have succeeded. The President in my presence said to Mr Underwood in the winter of 1835, when he was at this

-ceity with Ross, that he and his associates should be paid for their services, as counsel for the Cherokees; and I also have given them the same opinion, as commissioner on the point of the [illegible]; if they gave me their aid in effecting a treaty, which they have faithfully done. The understanding between us was, that they should make out a regular bill of costs & charges in the different suits, in which they had been engaged, in behalf of the Cherokees, or any person belonging to their people; and that these should be submitted to some of the judges of your courts, or to Gov. Schley; or some practising attorney; to assess or fix a reasonable bill of costs in each case and that they should be paid accordingly. It was on this understanding and agreement between us; that they have rendered me all the aid in their power; and without which, I should probably not have succeeded, I have therefore to request of you & Gov. Carroll, as commissioners to settle claims under the Cherokee treaty, to allow their just claims, against the Cherokees for their professional services

as was agreed upon, on my part as U. S. Commission should be done, - and as I would do in good faith, were I commission-ed to settle the claims under the treaty. I consider this demand as properly coming out of the amount allowed for claims against the U. States being \$300.000. The \$60.000 allowed in the treaty for national debts had reference mainly to debts which the Cherokee Nation owed, their own citizens for services & money borrowed from them.

I take the liberty also to give you my views of Art 13. of the treaty in connexion with Art. 3. of the Supplement. These Articles have reference to all claims for Reservations, under any & all former treaties. But instead of making these claims payable by the Government now, in addition to the \$5,000.000 allowed by the treaty; they must now all be paid out of the additional \$600.000 allowed by the Supplement in lieu of Reservations &c. There are some claims under this head which I have no doubt are just & ought to be allowed

I shall deliver certain papers on this subject which may be important to the commissioners to have access to to Maj. B. F. Currey.

with great Respect
your obt Servt.
J. F. Schermerhorn

John Hornbee
Nelson Sunbke
&
Wm Carroll

you will perceive from the above communication that I feel disposed to do you justice — & I have no doubt the Commissioners will comply with the understanding & agreement between us. I shall always remember with gratitude your kindness to me personally as well as cherish a lively sense of my obligation to you for the services you have rendered me in the Cherokee negotiations

I am Gentlemen with
great Respect your obt Servt.
J. F. Schermerhorn

To Wm H. Underwood
Wm Y. Hansell
Samuel Rockwell
Counsel of the Cherokee Nation.

11 JULY 1836

SPECIAL FILE
No. 10

Washington July 11th 1836

Sir

You have been apprised before this of the desperate efforts, that have been made to defeat the Cherokee Treaty; but we have reason to rejoice that it was all in vain, and that at last this vexed question is settled. I felt unwilling again to be seperated from my family so long as it would require to settle the Cherokee claim and therefore I took the liberty to mention your name to the President as Commissioner which place I hope you will accept.

You know Messrs Wm H Underwood Wm Y. Hansel, & Samuel Rockwell Esqrs. have been heretofore engaged as Counsel & Attorneys for the Cherokees; and you may have heard which is the truth, that they have rendered me very essential service, in the Cherokee negotiations; and indeed if they had opposed me I could not have succeeded. The President, in my presence, said to Mr Underwood the winter of 1835, when he was at this City with Ross; that he and his associates should

paid for their services, to the Cherokees, and provision should be made for it in the treaty. I also as the Commissioner on the part of the U. States gave them the same assurances if they gave me their aid in effecting it; which they have faithfully done. The understanding between us was, that they should make out a regular bill of Cost & charges in the different suits in which they had been engaged in behalf of the Cherokees; or any person belonging to their people; and that these should be submitted to some of the Judges of your Courts, or Gov Schley or some regular practising Attorney, to assess or fix a reasonable bill of costs in each case and that they should be paid accordingly. It was on this understanding & agreement between us, that they have rendered me all the aid in their power; and without which I probably should not have succeeded. I have therefore to request of you & Gov. Carroll as Commissioners to settle claims under the Cherokee treaty, to allow their just claims against the Cherokees for their professional services, as was agreed on my part as U. S. Commissioner should be done; and as I would do ~~in good faith~~ were

I commissioned to settle the claims under the treaty. I consider this demand as properly coming out of the amount allowed for claims against the U. States being $300.000. The $60.000 in the treaty allowed for national debts, had reference mainly to debts, which the Cherokee nation owed their own citizens for services & money borrowed from them.

I take the liberty also to give you my views of the Art. 13 of the treaty, in connexion with Art 3. of the Supplement. The Articles have reference to all claims for Reservations under any and all former treaties. But instead of making these claims payable by the Government now in addition to the $5.000.000. these must now be payed out of the additional $600.000 allowed by the supplement, in lieu of Reservations &c. There are some claims under this head which I have no doubt are just and ought to be allowed. I shall deliver certain papers to Maj. Currey, which contain information on this subject which may be important to the Commissioners to have access unto.

I shall at all times be happy to hear from you, and be ready to give you any information in connexion with the treaty in my power.

With great Respect
your friend & Obt Servt
J. F. Schermerhorn

Mr. Forsbee
Wilson Lumpkin
Wm Carroll

SPECIAL FILE
107

Letter of Mr. Schermerhorn
& W. H. Underwood
to
Mr. Lumpkin
July 11th 1836

REPRODUCED AT THE NATIONAL ARCHIVES

us: was that they make out a regular bill of Costs & Charges in the different suits in which they had been engaged in behalf of the Cherokees or any person belonging to their people & that these should be submitted to some of the Judges of your Courts or to Governor Schley or some practising attorney to assess or fix a reasonable bill of costs in each case & that they should be paid accordingly. it was on this understanding & agreement between us that they have rendered me all the aid in their power & without which I should probably not have succeeded I have therefore to request of you & Governor Carroll as commissioners to settle claims under the Cherokee Treaty to allow their just claims against the Cherokees for their proffessional services as was agreed upon on my part as U.S. Commissioner should be done and as I would do in good faith were I Commissioned to settle the Claims under the Treaty. I consider their demand as properly Coming out of the amount allowed for claims against the United States being $300.000 the 60.000 $ allowed in the treaty for National debts had reference mainly to debts which

the Cherokee Nation owed their own Citizens for services & money borrowed from them

I take the liberty also to give you my views of article 13th of the Treaty in connexion with article 3rd of the Supplement. These articles have reference to all claims for Reservations under any & all former Treaties but instead of making these claims payable by the Government now in addition to 5.000000. by the Treaty they must now all be paid out of the additional 600000$ allowed by the supplement in lieu of Reservations &c. there are some claims under this head which I have no doubt are just and ought to be allowed I shall deliver certain papers on this subject which may be important to the Commissioners to have access to to Mr. B. F. Currey

With great Respect
Your obt Servt
J. F. Schermerhorn

To the
Honble Wilson Lumpkin
& William Carroll

Washington July 11th 1836

Gentlemen You know I have declined acting as a Commissioner of Claims under the Cherokee treaty, but I feel it my duty however to inform the commissioners of the understanding between you & me in reference to your claims for services as Counsel of the Cherokees; & therefore I send you a copy of my letter to the commissioners Governor Lumpkin & Carroll as follows (Copy) Gentlemen you are aware that my friends Wm H Underwood Wm Y Hansell & Samuel Rockwell Esquires have been heretofore engaged as Counsel & attorneys for the Cherokees, & you may have heard (which is the truth) they have rendered me very essential services in the Cherokee negotiation & if they had opposed me I could not have succeeded. The President in my presence said to Mr Underwood in the winter of 1835 when he was at this city with Ross that he & his associates should be paid for their services as counsel for the Cherokees & I also have given them the same assurances as commissioner on the part of the United States if they gave me their aid in effecting a treaty which they have faithfully done. The understanding between

You will perceive from the above Communication that I feel disposed to do you justice & I have no doubt the Commissioners will comply with the understanding & agreement between us I shall always remember with gratitude your kindness to me personally as well as cherish a lively sense of my obligation to you for the service you have rendered me in the Cherokee negotiation

I am gentlemen with great respect your obt Servant
J. F. Schermerhorn

To
Wm H Underwood
Wm G Hansell &
Samuel Rockwell

Counsel of the Cherokee Nation

(A—1) Copy from
John F. Schermerhorn
U.S.C.C. to
Underwood Hansell & Rockwell
concerning a [illegible]
[illegible]

11th July 1836

#4

Copy) Letter from ~~107~~

John F. Schermerhorn
U, S, C, C, I, E, To
Underwood Hansell
& Rockwell, embracing
a copy of a letter to Lumpkin
& Carroll

11 July 1836.

(No 1.)

Washington July 11th 1836.

Gentlemen

You know I have declined acting as a Commissioner of Claims under the Cherokee treaty; but I feel it my duty to inform the Commissioners of the understanding between you and me in reference to your claims for services as counsel of the Cherokees, and therefore I send you a copy of my letter to the Commissioners Governor Lumpkin & Carroll as follows (Copy) Gentlemen You are aware that Messrs Wm H Underwood Wm Y. Hansell & Samuel Rockwell Esqrs have been heretofore engaged as Counsel & Attorneys for the Cherokees & you may have heard (which is the truth) they have rendered me very essential services in the Cherokee negotiation and if they had opposed me I could not have succeeded. The President in my presence said to Mr Underwood in the winter of 1835, when he was at this City with Ross that he and his associates should be paid for their services as counsel for the Cherokees and I also have given them the same assurances as Commissioner on the part of the United States if they gave me their aid in affecting a treaty, which they have faithfully done, The understanding between us was that they make out a regular bill of cost & charges in the different suits in which they had been engaged in behalf of the Cherokees, or any person belonging to their people, and that these should be submitted to some

of the Judges of Your Courts or to Governor Schley a some practicing Attorney to asess or fix a reasonable bill of Costs in each case and that they should be paid accordingly. it was on this understanding and agreement between us that they have rendered me all the aid in their power and without which I should probably not have succeeded - I have therefore to request of you and Governor Carroll as Commissioners to settle Claims under the Cherokee Treaty to allow their just Claims against the Cherokees for their proffessional services as was agreed upon on my part as U.S. Commissioner should be done, and as I would do in good faith, were I commissioned to settle the Claims under the Treaty. I consider their demand as properly coming out of the amount allowed for Claims against the United States being $300,000 - the 60,000 allowed in the treaty for National debts had reference mainly to Debts which the Cherokee Nation owed their own Citizens for services and money borrowed from them.

I take the liberty also to give you my views of Article 13th of the Treaty in Connection with article 3d of the Supplement. These articles have reference to all claims for Reservations under any and all former treaties but instead of making these claims payable by the Government now in addition to the 5.000000 by the Treaty they must now all be paid out of the additional $600,000 allowed by the Supplement in lieu of Reservations and / there are some Claims under this head which I have no doubt are just and ought to be allowed

I shall deliver certain papers on this subject which may be important to the Commissioners to have ~~unto~~ acess, to Maj B F Currey

With great respect
Your Obt Servt.
(signed) J. F. Schermerhorn

To the
Honble Wilson Lumpkin
& Wm Carroll.

You will perceive from the above communication that I feel disposed to do you Justice, and I have no doubt the Commissioners will comply with the understanding and agreement between us, I shall always remember with gratitude your Kindness to me personally as well as cherish a lively sence of my obligation to you for the services you have rendered me in the Cherokee negotiation.

I am Gentlemen with
Great respect Your
Obt Servt.
J. F. Schermerhorn

To the
Wm H Underwood
Wm Y Hansell &
Samuel Rockwell
Counsel of the
Cherokee Nation.

The Claim of Jas. W.
McClung & Silas Parsons
for legal services —
No 5 — admitted —
for Silas Parsons $1000
for J. W. McClung $1600.

Admitted

SPECIAL FILE.
107

PAID

John Gunter Jr
[illegible]
Marshall County
Ala.

Articles of agreement entered into this 12 December 1834 between Edward Gunter, agent of John Ross, principal Chief of the Cherokee nation of Indians, and James W. McClung of Huntsville, – Witness that the said Gunter by virtue of authority from said Ross in a letter bearing date 1 Nov 1834 has agreed to & with said McClung as follows – to wit, the said James W. McClung, as Attorney at Law, is to defend the rights & interests of said Nation, and its Citizens, against all suits which may be brought before the Courts of Alabama, in the Counties of Morgan, Blount, St Clair, Jackson & Madison, and also in the District Court at Huntsville, and to prepare, if possible, some case for final adjudication, in the Supreme Court of the United States, testing the constitutionality of the laws of Alabama, extending jurisdiction over the Cherokee Territory, – Such civil cases also to be attended to by said McClung as may be brought in said courts, by white persons, against Citizens of the Nation involving the right of said extended jurisdiction, in consideration of said services, said McClung is to receive from said Nation five hundred dollars per annum as long as he continues in their employment, commencing at the last term of the District Court (September) payment to be made whenever it may suit the convenience of said Nation or their Principal Chief, – My professional engagement to extend to the defence of all Indictments which may be brought against a Citizen or Citizens of the Cherokee Nation, in any of said Courts, Also to assist the District Attorney in all prosecutions in the Federal Court at Huntsville against intruders on the Cherokee lands.

(Signed) Edward Gunter, J. W. McClung

I agree to perform similar services to the above, leaving the amount of my compensation, time of payment be optional with the Cherokee nation, my services commencing as above with the last term of St Clair Circuit Court – 12 Dec 1834

(Signed)

Silas Parsons

Edward Gunter

Huntsville, 7th November, 1836.

Mr John Gunter,

Sir — We enclose you the copy of an agreement, which will show how long & on what terms we have been of Counsel for the Cherokee nation. ~~and also~~ The original agreement is now in the possession of Judge Hopkins of this place — where it is to remain until called for by each of the parties. We also enclose a letter to Mr John Ridge on the subject of our claims, which we will thank you to deliver. We will thank you & Mr Ridge to have our accounts allowed by the proper authorities. We refer the authorities to you & him for any information on the subject which they may desire.

Your obt servts

J. W. McClung.

Silas Parsons

SPECIAL FILE.
107

Claims of McClung

& Parsons of Alabama

for Legal Services

rendered the Cherokee

Nation.

7 Nov 1836

Mr John Ridge

Cherokee Nation

Care of Mr Gunter

FILE.

No 107

Huntsville 7. Nov. 1836

Mr John Ridge

Dr. Sir.

We have this day enclosed in a letter to John Gunter our Contract with the Cherokee Nation of Indians which we wish you in conjunction with Gunter to lay before your Council, and to have authenticated in such manner as you may deem necessary for the purpose of having them allowed under that part of the late Treaty setting apart a fund for the payment of the debts of the Nation. We have fully complied with our engagements, and doubt not that the Council will pass the necessary resolutions on the subject. We wish to engage your <u>personal</u> attention to this business in our behalf, and fully authorise <u>you</u> as our agent to receive from the proper agents, whatever amount may be due to us, and request the favour of you to attend to it for us, and to remit to us by the first safe opportunity. We are with great respect

Your Friends

J. W. McClung

Silas Parsons

P. S.

In the case of the State vs Scott Man-
-killer, the nation some four years since voted me
a fee which has as yet never been paid. You
will confer on me a singular favor by collecting
it also, and sending as above –

Yours
Wm C

(Copy)

New Echota Sept 14th 1837

Gentlemen.

Circumstances have rendered it necessary for us in the prosecution of our claims against the Cherokee Nation to invoke your aid.

It is doubtless known to you that we were engaged as the Counsel of this Nation and attended to their business for several years past, in our Courts in as arduous a professional struggle as the history of jurisprudence can furnish.

You are also apprized that in consequence of our joint exertions, the Government were enabled to bring the distracting difficulties with the Cherokees to a satisfactory result; these exertions were made on our part not only in procuring the treaty, but also procuring its ratification. Mr Schermerhorn the Commissioner who negotiated the treaty finding that success was more than doubtful in consequence of the untiring hostility of John Ross, he sought our assistance, and agreed with with us, as the accredited agent of the Government, that our just claims against the Cherokees for professional services should be paid by the Government, in consideration that we would aid him in accomplishing the views of the Government. This aid the Commissioner, Mr Schermerhorn in a communication to Mr Harris of the Indian Department and a letter to the commissioners at this place, acknowledged, and stated what the agreement was, and what were

REPRODUCED AT THE NATIONAL ARCHIVES

the views of General Jackson on the subject. This communication is on file in the Indian Department; or the War Department or with the Attorney General.

By the enclosed documents, copies of letters from Gentlemen of the profession and Judges shewing the bases upon which our accounts are made out, and the opinions of other Gentlemen upon that subject, the aggregate amount of our accounts amount to more than the sum of $60,000 appropriated in the 10th Article of the treaty.

Some time after our accounts were before the Commissioners a question arose as to the fund out of which our claims were to be paid, and the matter was refered to the Attorney General, whose opinion is on file in the proper Department. In this opinion that officer determined the fund out of which we were to be paid, was limited by the Article to $60,000. and that this sum could be appropriated to no other class of claims. Upon the receipt of this opinion we cherished the hope that no further difficulties would arise; but in June last we were informed that our claims would be submitted to the Cherokee Committee, this was done against our consent. The ground of our objection was, that this Committee, many of whom were ignorant of our language, and all of whom were interested to preserve as much of the fund for other purposes as possible, were incompetent from interest and from ignorance, to pass upon the value of professional services. but the Commissioners thought that their instructions authorized and required such reference that if the

amount was allowed by the Committee no testimony would be necessary, but if not, then the Commissioners were to receive testimony and adjudicate the claims. As might have been expected the amounts due on our accts was scaled by the Indian Committee to a mere pittance. This the Commissioners agreed to pay us, leaving the question open for future adjudication whenever they should again meet. They again met on the first monday in this month, and we are now here for the fourth time in fifteen months, and our claims appear to be as far from a final adjudication now as they were fifteen months ago, the Commissioners not being able to fix any time for the taking them up.

Under these circumstances we feel we have a right to complain, this delay is oppressive, and may result in a denial of justice. Our appeal is to you as our friends and our representatives. The enclosed documents show that our claims are just. It was specifically understood by the Government, and we were promised that these should be paid - by the treaty a sum is appropriated for that purpose, yet we are unpaid - (Our services were arduous protracted and peculiarly burdensome, they were in behalf of 10.000 people, numerous and distracting questions which involved among other things the occupant rights of this people to five Millions of Acres of land -) they looked up to us in the darkest period of their disastrous history, we gave them our best

exertions which resulted in incalculable benefit to them and enabled them to effect a treaty upon better terms than were ever obtained by any tribe of the Indian race.

Without swelling this communication to an unreasonable length, we respectfully ask you to obtain from the War Department specific instructions to the Commissioners upon this subject. We do not believe that any thing short of a direction from that Department will produce a settlement of our claims. May we not then ask of you that you ~~that you~~ will lay this communication and the enclosed before Mr. Poinsett and endeavor to obtain from him instructions to this effect — that the Commissioners pay to us the unexpended balance of the appropriation provided our just claims shall exceed that amount and the evidence of our employment and services shall authorise such payment.

Very respectfully
Your obt Servts

(Signed) Wm H. Underwood
Samuel Rockwell
Wm Y. Hansell

Underwood Hansell & Rockwell }
Claims for professional services to the Cherokee nation

These demands arise under the 10th Article of the Treaty, and from the following clause near the end of it. "The United States agree and stipulate to pay the just claims of citizens of the United States, for services rendered to the nation, and the sum of $60.000, is appropriated for this purpose; but no claim against individual persons shall be allowed and paid by the nation."

Wm H. Underwood, Wm Y Hansell, and Samuel Rockwell filed before the former Board of Commissioners claims and demands for professional services rendered to the Cherokee people in the various legal contests which had arisen under the operation of the laws of Georgia. These claims, through direction of the Secretary of War, were referred by the Commissioners to the Indian Committee, which was constituted by the 12th Article. It is true, as has been argued, that this Indian Committee, from their pursuits, habits and acquirements, were ill qualified to judge of the value of these services, which none but professional gentlemen could estimate. But its having been so referred, does not vitiate the action of the Commissioners. Unquestionably they had a right to advise their judgment, from any source they pleased; and to adopt or reject the opinion when received: if adopted, it then became their act and deed, aside from any previous misdirection it may have received.

By the decision of the Commissioners, there was a-

7 awarded to Mr Underwood $11.000, and to each of the other two gentlemen $5.000. Subsequently, aplication was made for a re-hearing, and to have a larger amount decreed, which motion was heard and refused - two of the Commissioners concurring. Thereafter the subject was brought to the consideration of the Secretary of War, and on the 21st day of July C. A. Harris wrote to the Commissioners, suggesting that the Secretary desired that they should refer the matter to some persons who might be informed as to the legal course of practice in Georgia. Accordingly this was done: and in December following, an award signed by five of the seven selected Counsellors was filed with the Commissioners. By it there was awarded to Underwood $28.692, to Hansell $24.588 and Rockwell $22.920; - from which was to be deducted whatever sums had been previously paid them.

This award was not acted on by the Commissioners, but was sent by them to the Secretary of War, with a request that he would consider and dispose of it, after such manner as he might think right and proper. The Secretary of War never took any final action upon it; and in that situation it remains.

The 17th Article of the Treaty, speaking of the Commissioners, says: "their decision shall be final". The first point then to be considered is, whether the matters now presented have been "examined and adjudicated". When the Commissioners first decided, adopting, as they did, the Report of the Indian Committee, that was not a final action; for the sums then awarded and paid, were on account, reserving to themselves time to re-examine :- again the claims were considered, when two of the Commissioners decided that what had been allowed was enough; and they refused to admit a

REPRODUCED AT THE NATIONAL ARCHIVES

further. If the affair had rested here, and nothing more been done, it might well be insisted, that a full adjudication had been made, and the decision was final. But it did not rest. The Commissioners by making the reference directed by the Secretary of War, re-opened the case; whereby their last decree was suspended and made void.

It is true the Secretary of War had no authority or right to direct the Commissioners to make such reference; and they might have refused. The Treaty made them the entire, the sole arbiters, free of the direction of any one. But the reference was had, and report made to them. Had they decided then, adversely to it, their former decision would have been revived; but they omitted to take action upon, and sent it to the Secretary of War; that he might say what was just and right. The Commissioners were not at liberty to take such a course: theirs was the carrying out of a trust arising under a treaty, and they were incapable to transfer their authority to any one. Had the Secretary decided, it would have been a void decision - as he possessed no jurisdiction over the subject matter. The Board was under no obligation to make this reference - but having done so, with a view merely to advise their conciences and judgment, it can be looked to in no other view, than as intended to supercede their previous judgment and action.

But in opening this case, it is not perceived how anything of material benefit is to result to the claimants. The award before us is not of the nature and effect of awards generally. It by no means concludes either of the parties - certainly not the Board of Commissioners - who being in the performance of a trust confided to them in which, as the contracting parties

covenanted, their decisions were to be final; they were incompetent to bind themselves by any of the ordinary rules of <u>submission</u>. The reference which was made - and the award - can have no other effect, than to be considered testimony - the opinions of respectable gentlemen, competent to judge of such matters; - and which the Commissioners might fully or qualifiedly regard as they pleased. Such submission and award, as between individuals, would be binding and conclusive: but as between the present parties, it ~~can~~ have no other force and effect than is stated, - that is, it becomes matter of evidence for the direction and assistance of the Board.

Again, - if the award was conclusive, who is to pay, and how is it to be paid? It is said, ~~our~~ our powers are simply to adjudicate; and whether there be money, or, ~~whether~~ whence it comes, to satisfy judgments and decrees, is not for our consideration. However this may be true in regard to claims generally, I am constrained to deny the assumed position, in the cases which are now being examined.

The United States as one party, and the Cherokee Indians the other, contracted, whereby a certain agreed amount was to be paid for their country ceded. The sum agreed upon, is assigned to various specified purposes: - to create a national and a School fund, - to pay for removal, subsistence, spoliations, &c are all particularly provided for; and also it is provided, that $60.000 shall be applied to paying claims of citizens "for services rendered to the nation."

It is shown that these gentlemen, who are complainants, were present, and gave much aid and had much control and effect in assisting in the formation of this treaty - facts which should have much weight, in their favor, (they were such,) and if the circumstances were such, that if this Board could regard

them; but it is constrained to look to the law, and the testimony.

Referring to the claims presented, and comparing the amount with the $60.000 set apart in the treaty, it is not unreasonable to infer, that at the time of negotiating, the Indians and the present claimants supposed that the amount thus assigned, was to pay them exclusively and alone. Mr Schermerhorn's letter tends strongly to confirm this belief, and it does not appear that any others, who had been counsel for them, and who were paid subsequently out of this fund, were present preferring their professional demands. These circumstances regarded, it seems quite probable that this sum of $60.000, was the estimate thought of at the time, to be made applicable to these demands: In aid of this belief, it is shown, that these gentlemen were constantly vigilant as to their rights, and in 1835, received from the President of the U.S. assurance that they should be paid, or taken care of.

If this be so, and monies intended for them, have been paid over to others, for whom at the time they were not contemplated nor intended; a question might arise which this board is not authorized to examine or adjudicate, whether this trust fund, having been misapplied, the parties for whom it was designed may not ask redress of the trustees, in consequence of such misapplication.

Action must be had exclusively in reference to the authority given us by the Treaty. There we find the sum of $60.000 assigned for the very special, and perhaps agreed purpose, to which these claims refer. Whether it has been rightfully expended, rests not with us to say. If the whole amount were subject to our control, a broader latitude of action would be before us. Whether any,

portion remains unexpended, we are without the means of accurately deciding; but the Commissioners, in their letter to the Indian Department of 24th Dec 1838, which was near the termination of their Session say that $8225 only remain. Whether this, or any part of it, yet remains unexpended, is not known; but, if that balance of the $60.000 does remain, I should deem it right to award and ~~secure~~ decree it to these gentlemen. That fund being exhausted, the authority of this Board to make further compensation "for services rendered to the nation," is at an end. But my colleague and self failing to concur in opinion, the matter rests as heretofore

[Signed] J. H. Eaton

Messrs Underwood, Hansell and Rockwell apply to this board for additional compensation for professional services rendered the Cherokee nation. It appears that these gentlemen preferred their claim to the former board of Commissioners, - that they referred it to a select Committee of the Cherokee nation, who reported that Mr Underwood should be allowed eleven thousand dollars - Mr Hansell, five thousand dollars - and Mr Rockwell five thousand dollars, in addition to the sums of money theretofore paid to them. this report was acted upon by the Commissioners and the sums above stated severally awarded to the claimants, reserving to themselves the right to re-investigate the matter and make such further allowance as might be thought just and right. The claimants being dissatisfied with the amount awarded, again applied to the board: and they were induced to re-examine the subject. After due consideration, a majority of the Commissioners

came to the conclusion that no further allowance should be made, and a formal decree to that effect was made on the 21st March 1838. Had the matter rested here, no doubts could have arisen, whether the subject was finally disposed of, or not: but it appears that on the 21st July 1838, C A Harris, Commissioner of Indian Affairs, by the instruction of the Secretary of War, suggested to the Commissioners the expediency of submitting the claims to "disinterested practical members of the profession": and in pursuance of this suggestion, they forwarded the papers and documents to several eminent gentlemen of the bar in the State of Georgia for their opinions: the names of these gentlemen are — Nathan C Sayer, Edward V Tracy, Hiram Warner, Washington Poe & Henry G Lamar: their report is dated, December 10th 1838, in which they state that Mr Hansell should receive the sum of $24.588. Mr Rockwell $22.920, and Mr Underwood $28.692. subject however, to be diminished by the sums theretofore paid to them respectively.

This report was forwarded by the Commissioners to the Secretary of War; who again returned it to the Commissioners; and no further action was had thereon.

The first question which presents itself for our consideration is, has the judgment or decree of the former Board of the 21st March 1838, been opened so as to authorize the present board to reexamine the claim? In my opinion no official act of the late Commissioners is shown to justify us in coming to that conclusion: The circumstances of their submitting the papers to the gentlemen of the bar above mentioned, in accordance with the wishes and suggestion of the Secretary of War, proves

nothing, in this question: it was an unauthorized act, and difficult to account for unless it was done to gratify the curiosity of the Secretary of War; to whom the report, as soon as received, was transmitted; and no record made of it, on the minutes of the board. The Secretary of War had no right to interfere, and the Commissioners, clearly, could not legally delegate their powers to others: and the opinions of the gentlemen, to whom the subject was referred (however eminent they may be) cannot be regarded as authority for considering the matter open for further adjudication. The Commissioners themselves could certainly not have intended to do any act for the purpose of opening their decree, with a view of making further allowance; for they expressly declare, that in their opinion able and distinguished attornies of other States had rendered services equally arduous and important, for one fourth of the sum awarded.

I am of opinion that the decree of the former Board, made the 21st March 1838, was final and conclusive; and that the present Board has no authority to re-examine and adjudicate, upon the claims. [sigd] Edw. B Hubley

I certify that the foregoing eight pages are a true and correct copy of the record in Book F.

Test C. K. Gardner
Sec. to C.C.

Washington
13th Decem. 1843

2295

8 Wm Y. Hansell

26. July

7 Wm H. Underwood

Atty at Law
for Cherokee Nation } Memorial & claim

All the papers of the Law claims, are at Washington: this is deferred till the return of the Board.

The memorial of William H. Underwood

Respectfully represents.

That in the commencement of the Controversy between Georgia and the Cherokee nation in regard to the extension of the laws of that State over the indians, your memorialist was engaged by Mr Ross Principal Chief, as an attorney to resist as far as practicable what the Cherokees deemed a violation of their rights by the operations of Georgia, shortly thereafter by an act of the national council your memorialist was recognized as such attorney and the employment by Mr Ross confirmed, in capacity of such attorney your memorialist attended to all the cases in which the Cherokees or any of them were parties in the several counties in which they originated and in every case which went up to the Supreme Court of the U.S. he filed the pleas procured Writs of error and in short done all that could be done in the courts below, for the transmission of those cases for final action in the said Supreme Court, for sometime after the commencement of the controversy above alluded to your memorialist attended to all cases (and they were many) in which the Cherokees in Georgia were interested, after a lapse of time — however, and when the cases had greatly multiplied and were daily — becoming more onerous, The late Col Samuel Rockwell and William Y Hansell of Milledgeville were engaged as associate counsel, the vast number of the cases the important nature thereof and the advantages derived by the Cherokees need not be mentioned, the certificates of the several Clerks will shew the number and the nature of the several cases attended to, It may be barely proper to state that we maintained the Cherokees in possession for some years by Writs of injunction from the State Courts and until Georgia enacted a law prohibiting the judges from granting such writs or exercising any Equity jurisdiction in cases where a Cherokee was a party and requiring them to dismiss all the bills before that time granted. Upon the passage of this law at the request of the Cherokees your memorialist repaired to Washington and remained there during the Winter of 1834 & 1835 sometime after which, it is known the controversy above alluded was settled by a treaty with the general government, and certain Commissioners appointed to carry into effect its several provisions, No express agreement had not been made between the Cherokees your memorialist and the said Samuel Rockwell & William Y Hansell as to the amount of compensation which should be given by the Cherokees for the services rendered

nor in the nature of things could such an agreement have been made, with any near approach to justice, as neither the number or nature of the cases which might arise could be known. This being the case when the parties concerned, had come to an agreement to make a treaty based upon the award of the Senate in 1835. It was agreed and promised by both parties the Cherokees and the Genl government that our compensation should be ascertained and paid in the following manner. The certificates of the Clerks of the several courts shewing the number and nature of the cases prosecuted or defended should be procured, and the award of gentle=men of the bar of good standing in Georgia should be had to ascertain the reasonable compensation for the services rendered and that we should be paid accordingly. Notwithstanding this agreement however, and its obvious justice and propriety— Our cases were submitted by the Commissioners Messrs Kennedy & Lumpkin to an Indian Committee (against our earnest rem=onstrance) for adjustment, the Commissioners however assured us that the only object of such submission was to ascertain the opinion of the Committee, and which would be in no wise obligatory on them or conclusive upon us, The award of the Indian Committee being in no wise satisfactory to us we urged the Commissioners to refer our compensation to the award of legal gentlemen in pursuance of the above stated agreement, after much delay on the part of the Commissioners, and not until they were ordered so to do by the Secretary at War, did they assign referees in accordance with the said agreement to pass upon our accounts. They did however late in the month of November 1838 refer them to Judge Warner Joseph H Lumpkin Edward Tracy Henry G Lamar Eli W Baxter & others seven in all who awarded upon the compensation to which they considered us intitled. And we immediately set out from Milledgeville where the said award was made and without any delay presented the award to the Commissioners for payment after some delay the said Commissioners objecting they were not in funds to pay instead of paying or giving us the proper certificate referred the said award to the Secretary at War, who decided he had no jurisdiction in the case or power to pay except upon the

certificate of the Commissioners. Very soon thereafter the Commissioners seperated and ceased to transact any more business and sent on as it is understood all their papers to Washington

This is substantially the present situation of a claim which your memorialist is advised to present for your consideration and respectfully asks such action thereon as to you may seem proper. All which is respectfully submitted

Wm H Underwood

No: 8 ,,

Wm H Underwood Esqr
New Echota
Georgia

Hargraves – Terhune
& Hardin – upon
the subject of the
claims of Mr H.
Underwood

Terhune
Hargroves &
Wm Hardin
to
Wm H Underwood
Feby 8th 1837

SPECIAL FILE
No. 107

Cassville Feby 7 1837

Sir

Your note asking us for such certificate
as to the probable sum which the Cherokee
People should pay you for your profess=
ional Services, as we might deem proper to
give has been received. We can but say
that the call upon us is somewhat un=
=expected - but being made we are dis=
=posed ~~[illegible]~~ "from" it that response to which
we deem it entitled, the fund out of which
you are to be paid belongs to the Cherokee
Nation, therefore the benefit which you
have rendered it must be considered in the
formation of a correct opinion. We can
only speak with any thing like certainty
as to three years - those of 1833 - 1834
& 1835. For those years from what we
know of your services to the Cherokee
People, we think that Five thousand
dollars per annum would not be
extravagant. And as an evidence of
the sincerity were any wanting with which
this declaration is made, were we
sitting as Jurors between you and
the Cherokee Nation we should
have no hesitancy in allowing you

this Same. whatever advantage our opinions upon this subject may be to you we know not but of one thing you and all others may rely that it is given without favour a partiality to any person or persons

Yours

C. D. Terhune

W H Underwood Esqr } J B Hargrave

Wm Hardin

We the undersigned [illegible] practising in this State being requested by the Cherokee Counsel to State the average fees received in the following description of Cases where white men are parties make the following Statement

In each Debt Case Twenty ~~five~~ Dollars

In each Case of Trespass Vi et armis Twenty five Dollars

In each Case of Trover fifty Dollars

In each Criminal Case of Penitentiary confinement Seventy five Dollars

In each Murder Case Five hundred Dollars

In each criminal Case less than penitentiary punishment = twenty five Dollars

In each Trespass Case of personal property twenty five Dollars

In each Ejectment Case Seventy five Dollars

In each Case for Use & Occupation fifty Dollars

In each Chancery Case of Injunction to quiet Possession Two hundred Dollars. To each Counsel.

But in cases where important principles are involved or much property at stake or extra services rendered the fees would of course be larger depending upon the circumstances of each case

Robert Mitchell Atty at Law

William Eggard

late Solicitor Genl

D. R. Mitchell atty at Law

Messrs Rockwell Arnsell & Underwood

I should perhaps affix different amounts, to the above class of cases or some of them, but in the [illegible] [illegible] and upon the average the above charges conform nearly with my knowledge of the practice

Cassville 16 Febry 1837

Z B Hargrove

REPRODUCED AT THE NATIONAL ARCHIVES

BEST AVAILABLE COPY

I have examined the above and consider the fees mentioned therein as a fair and moderate average

Cornelius D. Terhune

I have for several years been conversant with the charges of attornies in the third circuit of this state having been clerk of one of the circuit courts & can say that the amount of fees in the within description of cases are low & I have known attornies in similar description of cases charge fees much higher —

July 17th 1837

Wm Hardin

REPRODUCED AT THE NATIONAL ARCHIVES

(Copy)

We the undersigned as practising Attorneys in this State, being requested by the Cherokee Counsel to state the average fees received in the following description of cases where White men are parties, make the following statement.

In each Debt Case, Twenty Dollars.

In each case of Trespass vi et armis, Twenty five dollars.

In each case of Trover, Fifty Dollars.

In each criminal case of Penitentiary confinement, Seventy five dollars.

In each Murder case, Five hundred dollars.

In each criminal case less than Penitentiary confinement twenty five dollars;

In each Trespass case of personal property twenty five dollars;

In each Ejectment case, Seventy five dollars;

In each case for use and Occupation, Fifty dollars;

In each Chancery case, two hundred dollars - to each Counsel.

But in cases where important principles are involved or much property at stake or extra services rendered, the fees would of course be larger, depending upon the circumstances of each case.

(Signed) Robert Mitchell Atty. at Law.
Wm. Ezzard Cath. Sol. Genl. C.C.
D. R. Mitchell Atty. at Law

To Messrs.
Underwood, Hansell & Rockwell

Cassville 16th Febry 1837.

I should perhaps affix different amounts to the above class of cases, or some of them, but in the aggregate and upon the average, the above charges are correct & with my knowledge of the practice

(Signed) J. B. Hargroves.

REPRODUCED AT THE NATIONAL ARCHIVES

I have examined the above, and consider the fees mentioned therein as a fair and moderate average.

(Signed) Cornelius D. Terhune

I have for several years been conversant with the charges of Attorneys in the Flint Circuit of this State, having been Clerk of one of the Superior Courts, and can say that the amount of fees in the within discription of cases are low, and I have known Attorneys in similar discription of cases charge fees much higher.

Febry. 17th. 1837 (Signed) Wm. Hardin atty at Law

Cassville Febry. 16th 1837.

I William Hardin do Certify that I am well acquainted with the Cherokee difficulties & conversant with the services which have been performed by Wm. H. Underwood, S. Rockwell & William Y. Hansell Esqs. in the County of Cass particularly, and do know that they performed many important services besides the management of regular cases in Courts. In the application to the Courts for the discharge of Indians sent to this County Jail, In Habeas Corpus Cases, in advice and in bailing Cherokee Indians charged with offences of which there can be no record evidence, for the last three years. And I have no reason to believe but that these as well as other services were faithfully rendered.

(Signed) Wm. Hardin

(Copy)

I John W. Hooper late presiding Judge of the Cherokee Circuit do hereby Certify that William Y. Hansell did attend to the Courts of the Cherokee Circuit from the spring of 1834 to the present time, in most of the counties where there were most of the important Cherokee cases pending in Chancery, on the Common law & appeal, & claim & criminal dockets, as one of the counsel for the Cherokee Nation, and faithfully, zealously and arduously devoted himself as their counsel in said cases. In many of the cases which Maj. Hansell attended to as Cherokee Counsel his name was not placed upon the dockets as it was my habit to mark the names of all under the general appellation of "Cherokee Counsel" or "feed Counsel." And also he attended before the convention of Judges and aided in the arguments of their cases in Equity before that tribunal.

Given under my hand this 7th. December 1836.

(Signed) John W. Hooper.

[Certificates similar to the above, have been given by Judge Hooper, to Col. Rockwell, and Judge Underwood]

(Copy)

New Echota, Febry. 22d. 1837.

I Alexander McCoy Clerk of Council of the Cherokee Nation, do hereby Certify that Messrs Underwood, Hardon, Hansell and Rockwell were the Counsel for the Nation engaged by them, and discharged their services for the Nation. They were considered the only counsel employed in Georgia by the Nation, and the only ones looked up to by the Nation to do the

business of the Nation in the Courts of Georgia. Some other Counsel Messrs. Barron & Irwin were employed by the Citizens and a sum of money made up by certain citizens to pay them.

(Signed) A. McCoy Clk of the Council.

SPECIAL FILE
No 107

Cassville Feby 16th 1837

I William Harden do certify that I am well acquainted with the Cherokee difficulties & conversant with the services which have been performed by Wm H Underwood S Rockwell & Wm J Howell esqrs in the county of Cass particularly; & do know that they performed many important services, besides the management of regular cases in Courts; in the application to the court for the discharge of Indians sent to this county Jail, in Habeas Corpus cases in advice, & in bailing Cherokee Indians charged with offences of which there can be no Record evidence, for the last three years.

And I have every reason to believe that these, as well as other services were faithfully rendered—

Signed Wm Harden

Cassville Feby 16th 1847

I William Harden do certify that I am well acquainted with the Cherokee difficulties & conversant with the services which have been performed by Wm H Underwood J Rockwell & William G Harris esqs in the county of Cass particularly & do know that they have performed many important services, besides the management of regular cases in court. In the application to the court for the discharge of Indians sent to the county Jail in Habeas Corpus Cases in advising & in defending Cherokee Indians charged with offences, of which there can be no record evidence, for the last three years.

And I have every reason to believe that these as well as other services were faithfully rendered.

Wm Harden

Gov. Wilson Lumpkin
& Col. John Kennedy
Commissioners,

Enclosed you will receive the agreement made between myself as agent of the nation, and Judges Harris & Underwood. As this paper does not show the sum for which they were to serve, I enclose also the note which I gave them, which is dated at the same time that the agreement was.

These two papers show the nature and extent of services to be rendered, and the sum for which they were to be rendered. As well as I can recollect, it was in the fall of or spring of 1832 this contract was fulfilled by the decision of the Supreme Court upon the missionary Case.

During the time this contract existed there were no other attorneys in the regular employment of the nation. Mr Chester and perhaps one other in Carroll County were employed where Harris & Underwood could not be had. I make this latter statement to put you on your guard against any claim by for services rendered by any other attorneys, during the time of this Contract. Mr Chester has just claims. Whether he will present them I can not tell. I have my letter of appointment as agent of the nation, which you can have at any time if you desire it. Respectfully your obt

Servt. William Rogers

Decision of the court
in the Case James W.
McClung & Silas Parson
atty at Law of
The Cherokee Nation
for [illegible] Rent

A. B. C. D.

SPECIAL FILE.
No 1076

225
212.50
437.50
218.75

50
75
2|125
62.50
62.50
87.50
212.50

134

The Claims of James W. McClung & Silas Parsons Counsellors & attys at Law for and on behalf of the Cherokee nation in the several Courts of State of Alabama & District Court of the United States, in that State under the 10th article of the treaty of 1835

It appears to the satisfaction of the Commissioners, that the Claimants were employed by Edward Gunter agent for John Ross at that time Principal Chief of the Cherokee nation, on the 12th Decr. 1834 which service commenced at the Sept. Term, 1834 of St. Clair Circuit Court, in said State, & the said McClung & Parsons did attend to all the causes in said State in which the Cherokees were parties in the before mentioned Courts at the yearly salary of five hundred dollars each, and it further appears that pursuant to sd. Contract said McClung is entitled to the sum of $1600, & said Parsons, is entitled to the sum of $1000, & the said Claims having been submitted to the Cherokee Committee & they having allowed the same, for the aforesaid sums respectively, & the commissioners having had the same under consideration, with the proof in support thereof and having been satisfied of the justice thereof do award to said James W. McClung the sum of Sixteen hundred dollars, & also to the said Silas Parsons the sum of One thousand dollars, for which Certificates may issue

REPRODUCED AT THE NATIONAL ARCHIVES

farmers, most of whom were kept in possession by application to the Courts of equity, and the very existence of the nation and all their rights Constantly involved by the struggle of the Courts and legislature of Georgia keeping a Continued Collision in operation against them, and this Contest warmly kept On foot for years, and we think we are fairly entitled to say without the Charge Of vanity that Our labors had much to do in Obtaining for the Cherokees a better treaty than any Indian tribe has ever before been offered, a treaty which makes them perhaps the most wealthy people as a Community On the globe and gives to many indeed Over grown fortunes, can it then be thought unreasonable That we should Contend somewhat earnestly for what we Consider nothing more than justly our due, according to the testimony of Competent Judges of the highest intelligence, testimony which stands unopposed and uncontradicted; This testimony places the amount of Our Claims in the aggregate beyond the amount of the Specific appropriation in the treaty yet we think We have a right to ask whether the justice of Our Claims are ~~not~~ fully established, and if so, that we may have your Opinion On that point and that the unexpended ballance of the Specific appropriation in the 10th article may be awarded us, but if in Your Opinions they are not established from the testimony You will favor us with the points upon which the evidence is deficient.

We will observe that while the opinion of the attorney Genl. limits the fund out of which we are to be paid it at the same time affirms that that fund Can be appropriated to no other Class of Claims, and having as we believe fully established by testimony incontrovertible and unopposed the amount of our Claims if that sum exceeds the limit of the Specific appropriation it would appear to be the award of justice after a delay of nearly two Years from the ratification of the treaty that we should receive the unexpended ballance and resort elsewhere for the ballance of Our Claims, and

To the Commissioners of Claims under the Cherokee treaty

Gentlemen.

The undersigned who have been duly employed as legal Counsel for the Cherokees, in making the present application for a final adjudication of our Claims, beg leave respectfully to submit for your consideration a few brief statements, as to the present stand=ing of these Claims, this we deem the more proper from the circumstance, [redacted] that two of the present Commissioners have on account of your recent appointment, had less opportunity than those who preceded of ascertaining the actual standing of this matter; We will commence by stating that in the latter part of the month of June last we had an intimation for the first time, that it was determined that these Claims should be presented to the Indian Committee, we expressed our dissent, until we were in[redacted] decision which might be made by the Committee would not be considered as binding, on the Commissioners but would be subject revision, and that the decision should in no wise prejudice our Claims, this was the understanding upon which these Claims were presented to the Committee, when the report was made known two of the undersigned filed their protest against its injustice and the others would have done so but deemed it unnecessary from appearances [redacted] above alluded to and we all received the sums allowed to us reserving our right to have them finally adjudicated thereafter, and as the Commissi=oners expressed their intention of leaving for their respective homes in a few days we left them the Commissioners agreeing to take the matter up when they should again meet, and thus this matter stood on the 8th of July last.

The Commissioners met again about the 1st of September thereafter, and so soon as we could leave the Courts, without any the least delay on our parts we repaired again to see the Commissioners and met them about the 10th of the same month, and on the 12th addressed them our joint note renewing our application for a final adjustment of our Claims, we were then told that the Spirit of emigration had revived among the Cherokees that they were daily coming in, in great numbers and that they were so entirely engaged in settling the business of the Indians preparatory to their removal West that they

could not possibly attend to any other business at that time;

But that at some future day as early as the nature of the business of the Commissioners would permit ours should be again taken up and attended to;

As stated by us in our joint note of the 12th of Sept. The Indian Committee acknowledged our services and our employment, but refused to allow our accounts, and indeed when an indian Committee shall undertake to pass upon the value of professional services of which they know nothing it is so obviously an incompetent tribunal that none can be found who would not pronounce any opinion of theirs as altogether unfit to be relied upon for the ascertainment of justice, [redacted] we believe we have a right founded upon the principles of the Treaty and arising from the very debt of justice, to have the value of our professional services estimated by the testimony of competent witnesses, and above all we have this right because this course was promised us by the Venerable expresident and again renewed to us by his Commissioners in proof of this we refer you to the letter of Mr Schermerhorn now of file in your office a copy of which for the more ready reference we herewith submit. This testimony we think we have procured and that not only in accordance with [redacted] ment but also in accordance with every just principal of right and justice, this testimony is before you in the copies furnished by us heretofore, the originals of which are now in our possession and is from men of the highest Character and most unimpeachable integrity most of them now or lately filling high and responsible offices and to this we refer you.

This testimony establishes the justice and reasonableness of our Claims — and in addition to the testimony the remoteness of our residence from the scene of our labors the danger attendant on a faithful discharge of our duties, the odium attached to these labors, and the prohibition from the nature of our employment from receiving cases against any of the Cherokees, the embarrassing and intricate nature of the questions involved and points to be discussed and settled, the great interest involved no less than the Occupant Claims of more than ten thousand persons to upwards of five millions of acres, many of whom were Wealthy

The letter of the Revd J. F. Schermerhorn of the 11th July 1836 to the then Commissioners, Messrs Lumpkin & Carroll, (the original of which should be in the Office of the Commissioners, and a copy of which we have in the handwriting of Mr Schermerhorn) shews the understanding and agreement between himself as the accredited agent of the Government and ourselves in relation to our claims; - that this understanding and agreement was entered into on the part of the U. States Commissioner by the authority of the then President of the U. States. That we rendered him very essential service in the Cherokee negotiations, and if we had opposed him he could not have succeeded. That the President, in his presence, said to Mr Underwood in the Winter of 1835 at Washington, that he and his associates should be paid for their services, as counsel for the Cherokees. This letter also states the understanding in detail as to the manner in which our accounts should be made out, how authenticated &c.

The letter of the same Gentleman, of March 1837, to the Secretary of War or the Attorney General of the U.S. a copy of which is on the files of your Office accompanying the opinion of the Attorney General, gives a full detail of this agreement, of this we have no copy.

Next in order are the rates of charges or fees in the various Classes of cases by professional Gentlemen, and with which our accounts conform. This table of rates was made out by Genl. Wm Ezzard late Solicitor of the Cherokee Circuit, and Robt Mitchell and D. R. Mitchell Esquires practising attorneys in the same Circuit. The rates are sanctioned also by Col. L. B. Hargrove, C. D. Terhune Esqr and Col. Wm Harden all professional Gentlemen of the same Circuit. These rates are sanctioned by Col John A Cuthbert a gentleman of the highest moral and professional worth and integrity, and Judge Cole of the Southern, and Judge King of the Flint Circuit, and further corroborated by the

Statement of Judge McDonald, Col. Wm. C. Dawson and the Honorable John P. King late Senator in Congress from Georgia.

The evidence of our employment, as National Counsel for the Cherokees in Georgia, is to be found in the history of the transactions of the times, the letters of Mr. Schermerhorn, and the Certificate of Alexander McCoy for many years Clerk of the National Council of the Cherokees.

The number and nature of the cases for which charges have been made in our several bills, are contained in the various Certificates of the Clerks of the Superior Courts of file in your office - And these could be greatly augmented by us had we thought proper to resort to the Motion Dockets of the Superior Courts, for Injunctions moved and taken, attachments for contempts, motions for new trials &c. and to cases in the Inferior Courts where Cherokees were party, and before Justices of the Peace both in civil and criminal enquiries, possessory warrants, forcible entry and detainer &c. &c. but for a great number of these cases costing us much time, trouble and expence we have made no charges.

REPRODUCED AT THE NATIONAL ARCHIVES

Communication
from Messrs.
Underwood,
Rockwell &
Hansell —
To the
Commissioners on
the subject of
their claims
Feby. 1837.

SPECIAL FILE.
No 107

New Echota 20th Febry 1837

Gentlemen

In presenting our several accounts against the Cherokee nation for settlement we take the liberty to subjoin a few remarks which we hope will not be entirely unac=ceptable and also certain documents which appear to us to have an important bearing on the subject

We have obtained from several gentlemen of the bar of high standing in the profession an average of fees in the various description of cases to each counsel where white men are parties signed by Maj R Mitchell Genl Wm Ezzard late Solicitor General Mr D R Mitchell Col J L B Hargrove Col C D Terhune & Col Wm Hardin which is herewith submitted & to which we respectfully ask particular reference.

Upon the data thus given we have made out our accounts Col Hargroves attest to the correctness of the charges from his knowledge of the practice Mr Terhune considers them a fair & moderate average Col Hardin who has had great opportunities of knowing states that the fees are low & that he has known attornies in similar description of cases to charge much higher fees

We have added to this account twenty five per cent except in those cases in which extra fees are charged which we consider to be fair & just from the following considerations

It will be recollected that in reference to cases where white men are parties the fees are usually certain and most usually paid down or at least soon as the services are rendered whereas; the receipt of our fees in these cases was entirely contingent depending upon the settlement of the Cherokee difficulties with the United States these difficulties at the time of our engagement was thought would not be closed for several years indeed they might not be settled in our lifetime. At all events this result was at the time extremely remote & uncertain. Under such circumstances we undertook the defence of the Cherokees. We know of no respectable attorney who would not make a great difference between cash payment & a remote credit for his professional services the legal interest for the sums due us upon the performance of the service would amount to more than the twenty five percent charged. Besides it is well known that our residence was remote from the courts wherein these cases were tried averaging from one hundred & fifty to two hundred miles; that we had measureably to give up our own practice of our own circuits. that we encountered great difficulties; incurred much expense, and laboured under constant expectation of personal violence in consequence of the excited state of feeling deep prejudice and odium which the espousing the cause of the Cherokees created against us. These are unknown in the defence of ordinary cases where white men are parties.

The importance of the principles to be settled the magnitude of the questions discussed the value of the property involved as also the Rights of the Cherokees together with a vast extra services rendered for this people out of Court, in discharging them from imprisonment and affording them counsel as contained in Col Hardins certificate hereto annexed presents cogent reasons for this additional charge.

We also ask a compensation for our extra services at Washington which resulted in the ratification of the present Treaty for which we ask the Commissioners to fix a reasonable amount. It is conceded by all particularly by the commissioners who negociated the Treaty that our services were most valuable and without which this Treaty would not have been made or ratified. By it the Cherokees are now made wealthy and are fully and amply provided for with a sum more than as large again than was ever before offered them. Except for this Treaty they would have been in the situation of their wretched neighbours the Creeks. In rendering these services we believed we were subserving the best interests of these people and having become fully convinced that we could do them no further service in our Courts we advised them to treat. In this we then believed & yet believe we discharged our duty & benefitted those by whom we were employed. Of this course the President has expressed his approbation and has assured us repeatedly we should be paid for our services. We were long absent from our homes in the service of the Cherokees at Washington we left our business and lost a circuit, nearly or quite equal to a years business. These views we respectfully ask the commissioners to consider in fixing the sum

we shall be entitled to for this extra service
Having understood there is a doubt as to what particular fund has been provided out of which our accounts are to be paid we Respectfully ask leave to offer for the consideration of the Commissioners certain facts and our views briefly expressed upon the subject

The facts are these. The commissioner who negociated the Treaty and one of the contracting parties to it has given us his views in a copy of aletter addressed to the Commissioners and to us a copy of which is annexed hereto stating that the amount of fees should be paid out of the 300.000$ appropriation this is understood also to be the opinion of the Secretary of War and of the Attorney Genl. As to the latter Mr Schermerhorn assured Maj Hansell that the Attorney General had so decided the letter of Mr Schermerhorn to which we would call the attention of the Commissioners he acknowledges the agreement between himself & us that we should be paid our fees these facts place our claims upon the ground of Contract for a valuable consideration the government agreeing ~~through~~ its authorized agent to pay us our fees out of the 300 000$ appropriation.

If we refer to the Treaty and the 3rd Supplemental article the question independent of the above facts is placed beyond doubt that article appropriates 600 000 dollars in addition to the five million <u>for all claims which the Cherokee Nation had against the United States</u>

By the previous Treaties especially the treaties at [illegible] the United States obliged themselves to protect them in their occupant Rights and possessions. This the United States were unable to do. Georgia asserted her

right to all the land within her limits extended her jurisdiction over the Cherokee Territory and passed a series of laws which materially impaired the occu=pant right of the Indians. In this State of things they were obliged to employ Counsel & did employ us to bring the cases into the State courts & the Supreme Court of the United State. Now Suppose the Cherokees had been infirmed & had paid our present claims would they not have formed a legitimate item in their account for Spoliation against the United States? Upon what principle is it that these Spoliation Claims are recognized & settled if it be not upon the principle that the United States had failed to comply with their previous Treaty? Certainly this is the only ground of the claims & it appears to us with great deference to the Opinion of others to be the situation of our Claims — upon the authority of Messrs Rockwell & Hansell who where present at the time, we state, that the third Supplemental article had Reference to the payment of our fees out of the appropriation therein provided & was so understood at the time.

Wm. H. Underwood

[illegible]

Wm. Y. Hansell

Counsel of the Cherokee Nation —

To the Honble
Wilson Lumpkin &
John Kennedy
Commissioners &c.

REPRODUCED AT THE NATIONAL ARCHIVES

Copy of a Letter
from Commrs
to
Messrs Underwood
Stansel & Pickerell

2d Feby 1837

SPECIAL FILE
No. 107

Messrs. Underwood Rockwell & Hansel
Gentlemen

Since you presented your claims this morning, for services ~~alledged~~ rendered ~~to have been~~ rendered the Cherokee Nation, we have examined & considered ~~your~~ them claims as far as time & circumstances would permit. And to relieve you from unnecessary suspense, we promptly inform you, that the magnitude and importance of a correct decision, in a case like yours, involving upwards of one hundred thousand dollars, and principles of still greater importance, cannot be ~~hastily~~ determined, without full time for investigation & deliberation. You therefore ~~may~~ need not expect a final decision on your claims for several months to come.

It may be proper for us to add, that we deem your proposition to us, to make you an advance of money on your claims wholy inadmissable

Respectfully, Yr.
Obt. Servts
Wilson Lumpkin
J. W. M. Kennedy
Comms

Alexander McCoys
Certificate in favor
of Antoine Clamis
for Legal services.

22 FEB 1837

SPECIAL FILE.
No 107

Alexander
McCoys
Certificate
as to legal
Employment
&c.

SPECIAL FILE.
No 107

New Echota Feby 22nd 1837

I A McCoy clerk of council of the Cherokee nation do hereby certify that Messrs. Underwood Harden Hansell & Rockwell were the Counsel for the Nation engaged by them and discharged their services for the Nation they were considered the only Counsel employed in Georgia by the nation and the only ones looked up to by the nation to do the business of the Nation in the courts of Georgia since other Counsel were employed Messrs Baron & Irwin by the citizens & a sum of money made up by certain citizens to pay them

Signed

A McCoy Clerk of
Council

I certify the above to be a true copy of the original in possession of Col S Rockwell
22nd Feby 1837

G.W.Underwood

Gentlemen

Be pleased to file the above with our other vouchers the original of which is in our possession which we will furnish at the proper time

We are Respectfully &c.
Wm H Underwood
Wm Y. Hansell.
S Rockwell

The Honble
Wilson Lumpkin &
John Kennedy
Comprs &c.

New Echota Feby 22nd 1837

I A. McCoy clerk of council of the Cherokee Nation do hereby certify that Messrs Underwood, Harden Harrell & Rockwell, where the counsel for the nation engaged by them & who discharged their services for the nation — they were considered the only counsel employed in Georgia by the nation & the only ones looked up to by the nation to do the Business of the nation in the Courts of Georgia — Some other counsel Messrs. Bacon & Irwin were employed by the Citizens & a sum of money Made up by certain citizens to pay them —

A. McCoy Clk of the Council

Statement of Wm Rogers & G. M. Waters in relation to a contract made by themselves & others employing Col. Rockwell as counsel to defend the Cherokees in the courts of Georgia.

4 March 1837

SPECIAL FILE.
No 107

To Gov. Wilson Lumpkin
& Col. John Kennedy
Commissioners &c.

Some time in April or May in the year 1834 as well as we can recollect the undersigned with other citizens of the nation entered into a contract with Samuel Rockwell Esqr by which we agree'd to pay him (and gave our note for that amt) one thousand dollars. For which sum said Rockwell was to serve the nation and its citizens as an attorney from that time untill the controversy then existing between the state of Geo. and the Cherokees, should be terminated finally. This contract was subsequently assumed by the nation as we have been informed and the money paid. Whether any additional contract was made by Mr Ross with Col. Rockwell we are not informed.

We are respectfully
Your obt Servts &c

Echota March 4. 1837.

William Rogers
Geo. M. Waters

Milledgeville, 10th April 1837

Col John A Cuthbert

Dear Sir

In accordance with the understanding and agreement entered into between the Commissioner on the part of the United States and ourselves as Counsel for the Cherokee Nation, in relation to a Standard by which to fix our fees, as between parties where White men are concerned, we submitted the matter in February last to several professional Gentlemen then at Cassville, who returned to us their opinions and views as follows—

"We the undersigned as practising attorneys in this State being requested by the Cherokee Counsel to state the average fees received in the following discription of Cases where White men are parties, make the following Statement

"In each Debt Case, twenty Dollars

"In each Case of Trespass vi et armis - Twenty five dollars

"In each Case of Trover fifty Dollars

"In each Criminal Case of Penitentiary Confinement $75

"In each Murder Case five hundred Dollars

"In each Criminal Case less than Penitentiary Confinement $25

"In each Trespass Case of Personal property twenty five Dollars

"In each Ejectment Case Seventy five Dollars

"In each Case for use & occupation fifty Dollars

"In each Chancery Case, two hundred Dollars, to each of the Counsel — But in cases where important principles are involved or much property at stake or extra services rendered, the fees would of Course be larger depending upon the Circumstances of each Case —

(Signed)

To Mess Underwood
Hansell & Rockwell
Cassville 10th Feby 1837

Robert Mitchell atty at law
Wm Ezzard late Sol Genl C.C.
J.H. Mitchell atty at Law

I should perhaps affix different amounts to the above class of Cases or some of them, but in the aggregate and upon the average the above charges are Correct and with my knowledge of the practice (Signed) L B Hargrove

"I have examined the above and Consider the fees mentioned therein as a fair and moderate average — (Signed)

Cornelius D Terhune

"I have for several years been Conversant with the charges of attorneys in the Flint Circuit of this State, having been Clerk of one of the Superior Courts and can say that the amount of fees in the within description of Cases are low — And I have known attorneys in similar description of Cases charge fees

much higher

(Signed) Wm Hardin

Feby 17th 1837—

We made out our accounts against the Cherokee Nation corresponding with the foregoing classification, and would most respectfully ask of you the favour to furnish us with your opinion as to the reasonableness or unreasonableness of the average rates.

We have added to our accounts twenty five per cent on the amounts charged as a remuneration, in part, for the long credit and contingent payment of our fees, the heavy expenses incurred by us in consequence of our remote residence from the Circuit— the exposure and dangers which we had to encounter, and the odium incurred by us for having espoused the cause of those people, and the uncertainty of eventually collecting our fees. We also solicit your views with regard to the propriety of this additional charge when taken in connection with all the circumstances attending these matters—

We would likewise be very thankful to you for your general views as to the value of our services individually, from the importance of the principles involved, and the results obtained both to the Cherokees and the United States— We are most respectfully your obt Servants

Wm H Underwood
Saml Rockwell
Wm Y. Hansell

REPRODUCED AT THE NATIONAL ARCHIVES

Milledgeville April 11th 1837

Messrs Wm H Underwood
Saml Rockwell & Wm G Hansell

Gentlemen

Previous to my receiving the foregoing letter I had seen the foregoing estimate, given as a just standard of your fees as Counsel for the Cherokees, & I think, that under ordinary circumstances, it would be correct. But the peculiar circumstances which you mention, the very great delay in the payment, of which you had to incur the hazard, (with no small danger that you would never be paid), the very great labor of Conducting cases for clients, many of whom were exceedingly ignorant, & strangers to our language, & the very great sacrifice which you made, in exposing yourselves to the strong prejudices felt against the claims of the Cherokees make it just, in my estimation to add twenty five per cent to the rates stated in the schedule prepared by several professional gentlemen in Cassville, & contained in your foregoing note to me. I am of opinion that your charges ought to be the more promptly paid because I have information entirely to be relied on, that your services were of great importance in effecting the subsisting treaty with the Cherokees —

Very respectfully yours, &c

John A Cuthbert

SPECIAL FILE 107

Greensboro 27th April 1837

Gentlemen,

Your Letter to Col. John A. Cuthbert dated "Milledgeville 10th April 1837" in relation to the Fees you have charged the Cherokee Tribe of Indians as their Counsel — I have examined the description of Cases, and amount charged in each — I consider them reasonable — for many years I have been engaged in the practice of the Law in the Middle Circuit of the State, and my fees in similar Causes have been frequently greater than those you have charged — When I reflect upon the high standing you have long sustained in the profession — the practice you engaged in the immediate vicinity of your homes — and the privations, inconvenience, dangers, and long absence from your Families, which you had to undergo, to discharge your professional engagements with that Tribe of Indians — I am constrained to say your charges are Moderate — The distinguished Gentlemen, who represent the General Government & the Indians, under the Treaty, have full knowledge of the character of your services — the feelings of the Community towards you — the character of the People you defended — the losses of every kind, you necessarily sustained, and I have no doubt, will duly appreciate them, and do you that liberal justice, which is due you, especially from the Cherokee People, for the "Indian Lawyers" as you have been called, certainly risked, for their Clients many dangers in the discharge of their professional engagements —

I have the Honor to be
Very Respectfully
Wm C Dawson

W H Underwood
Saml Rockwell
Wm Y Hansell Esqs.

SPECIAL FILE
107

Wm H. Underwoods
argument.

4 May 1837

SPECIAL FILE.
No 107

New Echota 4th May 1837

Gentlemen

The business which I have before you seems to my mind to involve but two questions; 1st an employment for the Cherokee nation, and 2ndly the amount which I may be entitled to receive under that employment; On the first point the certificates of Major Rogers & McCoy are conclusive, the one being the Clerk of the national Committee and the Other Clerk of the national Council; the 2nd point appears equally clear from the certificates of Robert Mitchell Henry L Sims Zachariah B Hargrove William Harden & Cornelius D Terhune Esqrs the most of these Gentlemen are well known to be men of high Character (some have filled and are still in high office) far above misrepresentation under any circumstances they all had the best opportunity to know, and they all concur in Opinions that any sum less than twenty five thousand dollars would not be adequate Compensation and three of them to wit Col Hargrove Harden & Terhune state positively that were they on a jury deciding on their Oaths they should give that amount, at least Now this appears to me sufficiently clear upon that point at least to that amount it is the testimony of those who know, they are all practicing lawyers in Georgia and in the very Circuits where the Services were performed

they Speak from their own knowledge — And if such testimony as this cannot satisfy the mind then it appears to me impossible to satisfy it with human testimony, at all events is it not the safest rule upon which you can act? On the Occasion your object is to give to me who have labored for these people a just Compensation, you were not present to see those labors and therefore could not Judge — Those who were Present and who are from their profession well Calculated to Judge Come froward and give their testimony five disinterested and respectable men, and all concur in the same point, Then I would respectfully ask can any rule be more safe than to act in accordance with such testimony, would not a Jury be thought [redacted] unreasonable who would require more you have more than the mouth of two or three witnesses, which according to all rules human and divine is thought Sufficient to establish any point, if you discard this testimony what other rule will you adopt? I can conceive of none, [redacted] I would then respectfully ask whether I have not a right to expect

that the Cherokee nation should pay me that amount
I ask nothing but justice not such justice as my own
interested judgment would dictate, but such as
intelligent highminded honorable men have
certified I ought to have — all which is most
respectfully submitted by

your Obt Servt
Wm H Underwood

Copies of the Statements of Mess Cuthbert, King, Cole, Dawson & McDonald — concerning the accounts of Mess Wideman Rochell & Howell

4 May 1837

SPECIAL FILE.
No 107

Scottsboro, 4th May 1837—

Gentlemen,

I have examined the Bills of charges of Wm H Underwood, Saml Rockwell, & Wm Y Hansell Esquires, against the Cherokee Tribe of Indians for Professional Services rendered individuals belonging to that Tribe, to which bills is annexed the certificate of gentlemen of the profession residing and practising in the circuit in which said services were rendered — The opinions of these gentlemen from their better acquaintance with the rates of charging in that Circuit are entitled to the highest considerations — Persons remote from the scenes of these professional engagements are not by any means so capable of forming a correct judgment of the propriety of the charges made, as are those who were eye witnesses to the duties performed & the privations suffered by the gentlemen performing them —

It is represented that, in addition to the important services rendered professionally to individuals of this tribe, these gentlemen by their exertions procured a treaty on terms much more favorable to the tribe at large than any which had heretofore been proposed and that these ~~considerations~~ exertions are to be taken into consideration in the regulation of their fees.

I am also informed that the entire business was undertaken under circumstances which rendered it extremely uncertain when compensation would be made

if at all — Taking these things all into considera-
tion, I do not hesitate to say that were I sitting
in judgment upon the accounts of these gentlemen
made out in conformity to the examined bill of
charges, I should most unquestionably pay them.
You, gentlemen, however, who have the matter
in charge, doubtless know how to place an estimate
on professional services, and will award to
the counsel that compensation to which, in
your enlightened judgments, they are entitled

Very respectfully
Charles J. McDonald

To the Hon. Wilson Lumpkin
& John Kennedy
Commissioners &c

New Echota 1st June 1837

To the Hon. Mr Kennedy &
Wilson Lumpkin Commissioners

Having understood from you on yesterday, that the opinion of the Atto. Genl. of the U.S. had been received and the fund from which the counsel employed by the Cherokee nation is to be paid settled, having some twenty days ago been informed by you that my demands would be adjusted in two or three weeks from that time, and again on yesterday that you were ready so soon as the health of one of your honors permitted to settle those demands, I hope it will not be regarded as altogether improper for me at this time and under these circumstances to advert again briefly to the character of these demands against the Cherokee people, my services have to say the very least of them, been for this people long arduous and to them highly beneficial, it has consumed many of the most important years of my professional life, and in that service I have expended large amounts of money, I ceased not ~~[illegible]~~ in my exertions to sustain this people in the possession of this country so long as there was one ray of well founded hope, when that was gone I continued to use my feeble exertions with the same zeal for their welfare to procure for them a favorable treaty, and to induce them to accept of it when offered, and I have the oft repeated testimony of the U. S. Commissioner, that these exertions were not unavailing, a treaty has been procured which is for the Cherokees by far the [illegible] on record, which makes them perhaps as a community the most wealthy on Earth, and gives very many of them large fortunes, and were my compensation to be alone adjusted by that standard it could not fail to be very considerable

1 JUNE 1837

To The Hon. bl

John Kennedy &

Wilson Lumpkin

Commissioners

Present

107

but it does seem to me that in the settlement of the case between myself and the Cherokees my entire connexion with them should pass under review, this was a national struggle in which not only the political rights of the Cherokees were involved and their right to self government but also their occupant right to five millions of acres of land — composing at this time some eight or ten large counties, all this continued in controversy for many years and for several years so far at least as the State Courts were concerned as well as the most laborious part of the contest in the Supreme Court rested upon me almost entirely I need not say to [redacted] you that the compensation of attorneys is always regulated, in a great degree by the value of the subject of the controversy as well as the importance and intricacy of the points investigated; not only that but the sacrifices which I have made in the service of these people, should not be without it's due weight I need not repeat here to the Commissioners (for it is well known to one of them at least) the immense amount of my loss in the estimation of my fellow citizens, on account of this people, and I do further solemnly assure them that they oft repeated to me the most positive — assurances to compensate me amply for all my services with a due regard to all the circumstances under which they were rendered; My case is one on which I feel that I may freely speak, and the forbearance on my part to press upon the Cherokees for compensation in the midst of their troubles and calamities must be by the disinterested regarded as magnanimous and the long delay of it's payment should enhance the amount it is true that throughout I expected my reward it was constantly promised me by the Cherokee nation and repeated by the late President of the United States, as Mr Schermerhorns letter proves

and again repeated by his accredited agent as the same letter also
proves, justice is a commodity which rises or falls in value always
somewhat in proportion to the promptitude with which it is administered
and having a fair just claim against the Cherokee nation, am I wrong
in respectfully insisting at this time upon its adjustment and
payment, I hope the Commissioners will bear in mind that my
claim has been long before them, and although I do not charge the
Commissioners with any unnecessary delay, nor have in my opinion
any just cause to do so, But I think I may fairly now insist upon
the Commissioners that further delay may not take place I have
cheerfully yielded to, and fully appreciated the desire of the Commissioners
first to settle with the Cherokees who were ready for emigration that
duty they have performed in a manner highly creditable to themselves
the Merchant has been paid his account and indeed almost every
demand of whatever grade and description, that were founded in jus[tice]
has been adjusted by the perseverance and industry of the Commission=
=ers. And permit me now to ask that my account may now be
taken up and acted upon.

Will the Commissioners pardon me for saying
a few words in regard to the present standing of my acct it will
be doubtless remembered by them that I rested content at first
with rendering in certificates of highly respectable attorneys
as to the general amount I ought to receive, without designating
any particular items, this I considered myself justified in
doing according to the nature of the duties performed by me
and the understanding between the nation and myself, It seemed
however to be more agreeable to the course which the Commissioners
pursued that an acct with items should be rendered

REPRODUCED AT THE NATIONAL ARCHIVES

This account has been long before them, supported also by the most respectable testimony, and by men of the most irreproach-able Characters and to the justice of which I am also if the Commissioners deem it necessary ready to be qualified I pretend not to direct the Commissioners in regard to any particular whatever, what I ask of them is to take my demand and the papers pertaining thereto, and award to me what the disinterest say I am entitled to I know it is understood by some that I have rendered different accounts but an examination of the papers will show it is not so I always knew that an account of my services by Items would exceed the amount which I have shown by the testimony would be the least I ought to have, and have on many occasions so declared, If the Commissioners however deem it best and most proper I am content with what gentlemen of the very first standing say is justly my due and those too well acquainted with the services rendered by me less I could not expect,

One word More and I have done I am not insensible to the existence of the fact that strong prejudices have prevailed against me for the part which my honor as a professional man, and my duty to those for whom I was engaged Compelled me to perform I am free to admit that it was well Calculated to Create them,

I will not do the Commissioners the gross injustice for a moment to suppose that any such Considerations have the least influence

On their deliberations I know full well they have not &
My only reason for mentioning that fact is to record
my declaration [redacted] positively that so far as I am concerned
with them they are consigned to the depths of everlasting
Oblivion, it is therefore with freedom confidence and
boldness I come before the Commissioners and demand at
their hands justice and justice alone & I cannot believe
the demand will be offensive or unavailing

Respectfully
Your obt
Servt
Wm H Underwood

FILE.

New Echota June 9th 1837

Gentlemen

In addition to the testimony heretofore presented with our accounts, we now have the honor respectfully to submit for your consideration the Evidence contained in the written Statements of the Hon Judge King, Genl McDonald, Col J A Cuthbert Hon'ble Wm C Dawson & C B Cole Esqr

It is needless to state that these gentlemen possess characters for honor & probity second to none in the country, as they are so well known. The first named is one of the Judges of the Superior Court of our state, the second late Judge of the same court, the third late member of Congress the fourth a member of the present congress & the fifth late Judge of the Superior Court.

These gentlemen all concur in the statement that our accounts upon the average scale are reasonable & moderate & assign their reasons therefor — We also hand you the Statement of Col Wm Hardin — The originals are in our possession & subject to your inspection & copies are herewith enclosed —

Very Respectfully
Wm H Underwood
A Rockwell &
Wm G Harris by
A Rockwell
Cherokee Counsel

Copy letter from

Wm F. Schermerhorn Jr.

Underwriter Hansell & Hockwell

14th June [illegible]

SPECIAL FILE

No 167

Washington June 16 1836

Gentlemen

I am well aware of the feelings that have been entertained towards you by some of your fellow citizens, & the sentiments that have been expressed by them in consequence of your having as Counsel of the Cherokees espoused their cause & defended their rights. From all I could learn you have been unremitting in your exertions in their behalf, until you were convinced by the course of events, that it was impracticable & inexpedient for them to continue their Residence within the States & that their best interests would be promoted by their Removal West. You came to this conclusion which is now more than a year since I am persuaded you have used every prudent & judicious means to convince the Cherokees of the necessity & importance of settling their difficulties with the United States by a treaty. I assure you gentlemen I feel under great personal obligations to you for your many acts of

kindness shown to me and for the uniform aid & support you have given me throughout the whole of the Cherokee negociations from its commencement - until the final ratification of the Treaty by the Senate of the United States & I hope that your fellow citizens will yet duly appreciate your services in bringing about so important a Result for the State of Georgia.

I am with great Respect
your obt. Servant
John F. Schermerhorn
Commissioner to Treat
with Cherokees East.

Wm H Underwood
Wm Y Hansell &
Samuel Rockwell

Wm H. Underwood
To the
Commissioners
June 28th. 1837

To/ Messrs Lumpkin & Kennedy U.S. Comrs
New Echota Georgia

SPECIAL FILE
No 187

New Echota 28th June 1837

The Honble Wilson Lumpkin &
John Kennedy Commissrs &c

Gentlemen I have carefully examined the papers submitted [redacted] to Col Rockwell Messrs Irvin & myself by the kindness of the Commissioners this morning and am so fully convinced the evidence on which the claims appear to rest for payment is too loose and defective to entitle them to payment that for myself, I deem it wholly unnecessary to do or say any thing in relation to them besides the task of negative testimony being seldom ever imposed or expected, I do not wish engage in a controversy with others where my motives might be liable to misconstruction. Our accounts have long been before the Commissioners and [redacted] so have the accts of Others claiming and the proofs upon which each is predicated, and I presume I shall not be considered as unreasonable when I state that I have reasons of the strongest kind to expect they will now be adjudicated and settled so far as they appear to be just & proper without further delay

Respectfully &c

Wm H Underwood

Col. Rockwell

To

The Commissioner

June 29th 1837

107

New Echota June 28th 1837.

Gentlemen

Having carefully examined the accounts handed to me to day & being unable to perceive any evidence of employment by the nation. I have, after mature deliberation, determined not to trouble you with any comments of mine concerning them. This course is the more obvious, by proper from the considerations that a different one might lead to a protracted controversy which might result in much bad feeling & occasion much delay — that the commissioners have determined to pay no accounts except such as shall be supported by evidence of national employment & of the performance of professional services — & that the whole matter is to be presented to the Indian Committee. These considerations, it seems to me, to justify the course I have adopted in reference to these accounts. At the same time I beg leave to assure the commissioners that any specific information they may desire, in my power to give, will be frankly & fully communicated on oath or otherwise.

The letter of Govr Harden might seem to call for a reply — while he was doubtless employed by the nation — yet I have been unable to perceive any evidence of any professional services rendered by him. The defence of the missionarys who were neither cherokees nor descendents of cherokees,

nor yet Indian Countrymen, does not surely authorize him to charge the Cherokee nation, for such service. His charges for visits to Red clay & to John Ross are not professional services, but for his own benefit — & the charge for attending as a witness — (in Judge Hoopers case as I suppose) is on the same footing. It is not my purpose to analyze his account — but were I to take the liberty which he has presumed to take in my case, he would be likely deeply to deprecate the result.

Concerning his insinuations so far as I may be presumed to be concerned — altho' gratuitous & unfounded — as well as the motives, & views & designs he obviously intends to convey, at present I shall pass without comment; and lest my silence might be misconstrued, I here take occasion to oppose to all his statements tending to debar from me a decided negative. Hereafter this matter may receive further notice. The temper & disposition exhibited by his communications to the commissioners concerning his associates, are unworthy of notice from me & not calculated to place him in an enviable attitude before the commissioners.

It would seem to comport with the dictates of Justice, that the counsel for the Nation should be paid according to the professional services rendered & altho they may be "retained"

yet if they have performed no service of a professional character, it would seem to be unjust to diminish the fund by the payment of their accounts to the prejudice of others whose claims are just. If therefore there be no evidence of national employment in some cases & no evidence of the performance of professional services in others — It is not conceived, how any difficulties can arise, to retard or prevent the settlement of those cases, where, the evidence of national employment & of the performance of professional services both exist.

In reference to the certificates of Wm Rogers & Geo W Waters I have only to say that if they intend to convey the idea that, I am precluded by the note I received from other compensation — then they have most grossly misconceived the nature of the agreement. No such idea was thought of — It is true I was first engaged to argue certain cases in U S Sup Court & a stipulated sum agreed to be paid for that service but afterwards that contract was merged into another in which I agreed to attend to their business in the courts as their national counsel & was to be placed upon the same footing with Judge Underwood, the national authorities confirmed this arrangement & I was formally recognized as one of the national Counsel

this is proven by the certificate (official) of C H McCoy clerk of the council appended to my account. The testimony of Judge Underwood & W S Adair if necessary can be produced to this point. It will be recollected, by the Commissioners I stated to them, that I had the letter of John Ross written at the time officially accounting thisfact to me — but in consequence of that letter con=taining other matters of a confidential nature I did not feel at liberty to produce it. At that time it was deemed unnecessary to produce any evidence on that point other than what was before the commissioners, consequently I left that letter at home. But besides all this, it is most obvi=ously absurd, that I should for $1000 undertake to quit my own circuit & home & enter upon a protracted dangerous & odious service for this People, for an indefinite period while my associates were to be well & liberally paid. The idea is too pre=posterous, to be entertained. The fact may not be known to the Commissioners, but it is so, that I enjoyed in my own circuit a lucrative & general practice, at least equal to any person who there practiced law. The folly of such an engagement upon such terms, banishes from the mind all idea of its existence.

I have only to add that my account — the evidence of my employment — of my

Services – & of their value are before the commission=ers. It is for them to determine, how far this evidence supports the justice of my claim. I have respectfully & earnestly to urge that I may know the result – I have been here several times, seeking that justice promised me by my clients & by the govern=ment & now I have been several weeks from my family & business, & am anxious to return to both – I therefore again ask with respectful earnestness that your judgement upon my claim may be pronounced & that the business may be settled.

Very Respectfully
J. Rockwell

To the Hon Wilson Lumpkin
& Kennedy Comrs –

REPRODUCED AT THE NATIONAL ARCHIVES

SPecial File #4

SPECIAL FILE #4: For post 1836 claim by Underwood, Rockwell, and Hansell see #107.

For claims by other attorneys for the Cherokee see #83, 152.
For claim against Old Settler Cherokee for attorneys services, see #301; Cherokee Freedmen, Cherokee Delaware and Cherokee Shawnee See #298.

REPRODUCED AT THE NATIONAL ARCHIVES

Gp. File No. 4

U 146

Feb 6. 1838

(D-22.)

No 11 -

Memorial of

Wm H. Underwood

Wm Y. Hansell &

Samuel Rockwell

Indian Office

Report recd Mch 12

U.S.A. Cherokees U 5t.

U 146.

Wm H. Underwood,

Wm Y. Hansell &

Samuel Rockwell,

Milledgeville, 14 Jany 1838.

Memorial, setting forth their services, as legal counsel, to the Cher. Nation, & in effecting the late ... treaty with them, & praying such instructions from this Dept. to the Comrs. on claims as will ensure a speedy settlement of their accts. &c

Enclosing copy of letter of 7th July '37 from S. Rockwell to the Comrs. of ... Rest, same date of S. Rockwell, for self & Wm Y. Hansell, of communication dated 14 Sept '37, from them to Members of Cong. from Geo. & other evidence —

Reported upon ... 1838.

Recd ... 1838.

... names proved

To the Honorable Joel R. Poinsett
Secretary of War.

The undersigned, legal counsel of the Cherokee Nation, find it necessary, in consequence of delays, and a difficulty on the part of the Commissioners of claims under the Treaty with the Cherokees of 1835, to settle our claims, to present for your consideration and judgment the following facts and the accompanying documents.

For several years anterior to the ratification of the treaty, we were engaged as the counsel of the Cherokee Nation in the several Courts of Georgia in civil criminal and equity cases, wherein the people of that Nation were parties, arising out of the relations between them and the State of Georgia.

By the terms of our employment we were to attend to all cases then existing or to be commenced as the National Counsel of the Cherokees, and to be liberally paid when their difficulties with the United States should be settled. How well and faithfully we discharged these duties ample testimony is before the Commissioners, as one of our Senators, the Honorable Wilson Lumpkin, can bear testimony. From the nature of our engagement we could not be employed against them in any case.

The authorities of Georgia believing the State had a right to the jurisdiction and soil of that portion of the Nation situate in that State, took

their measures accordingly, and by successive acts of Legislation, which are matters of public history, finally accomplished that object.

During this struggle many and important legal questions were to be settled, involving not only the National existence of this people, but their individual occupant rights.

After the act of 1830, the possession of their lands was taken by Georgia and the White settlers thronged that section of the State - This gave rise to innumerable conflicts between the Indian occupant and the White settler, and to many civil and criminal prosecutions, in all which we were employed to defend the Indian. - In consequence of this state of things we found ourselves engaged in an arduous and protracted conflict with the authorities and citizens of our own State - This necessarily produced much feeling at the time, and rendered the character of our professional services not only odious but attended with much personal danger to ourselves, - but we could not suffer these considerations to interfere with our duty.

Thus matters stood for nearly three years, at length by a decisive step on the part of Georgia we found that we could no longer aid them by our professional exertions, and the Government of the United States, having appointed a Commission to negotiate a

of the late Venerable Chief Magistrate, we did not hesitate

REPRODUCED AT THE NATIONAL ARCHIVES

treaty, we at once gave their Chiefs our opinion, that nothing but a treaty would preserve the Cherokee People. For this opinion we were denounced by John Ross and many of his adherents, as deserting our trust, and abandoning the interests of our clients; with what truth this charge was made, the deplorable con-dition of the suffering Cherokees can attest as well as the public events of that period.

The Commissioner, the Revd Mr. Schermerhorn, charged with the duty of negotiating the treaty, soon became aware, that the influence of John Ross would effectually balk the benevolent intentions ~~intentions~~ of the Govern-ment concerning this people, unless he obtained the aid of their counsel who had their confidence. He accord-ingly sought and obtained our aid in making the trea-ty. How far we assisted in accomplishing this desirable object he himself bears witness in his communication to the Commissioners of claims, a Notarial copy of which is to be found in the papers (Marked E.). In that letter and also in a letter addressed to Mr. Harris, head of the Indian Department in March last, he sets forth the terms of the agreement with us. These terms were, that we should be paid for our professional services a just sum, to be as-certained by the testimony of Attorneys or others conusant with such matters. This agreement thus entered into by an accredited Agent of the Government, with the express approbation of the late Venerable Chief Magistrate, we did not hesitate

... in the Commission, and
been appointed not so well acquainted with our

REPRODUCED AT THE NATIONAL ARCHIVES

to believe would be carried out in good faith by the Government. We still so hope and believe.

During the Winter of 1836, while the question of ratification was depending before the Senate of the United States, (indeed before the treaty was even submitted to the President of the United States) Mr. Schermerhorn desired two of the undersigned to visit Washington to aid in effecting that object.- We accordingly repaired to Washington and remained there several months, and during our stay (and before the treaty of December 1835 could be submitted to the Senate) it became necessary to obtain a supplemental treaty, which through our exertions was effected. We beg special reference to the letters of Mr Schermerhorn to the Commissioners and to Mr. Harris on these points.

Some time after the Commissioners had assembled at New Echota, to discharge the arduous duties of the Commission, we presented our accounts, made out in conformity with the agreement with Mr Schermerhorn, and according to a standard fixed by Gentlemen of the Bar, who were acquainted with the services rendered and privations endured.- This standard is in the paper marked E. and dated Milledgeville 10th April 1837. We also obtained the written opinions of Col. John A. Cuthbert, Judges Cole and King- The Hon. Wm C. Dawson now a Member of Congress and the Hon. John P. King late Senator in Congress- which were together with a letter from Genl McDonald late Judge &c and laid before the Commissioners- Notarial

... changes in the Commission, and others have been appointed not so well acquainted with our

Copies of the above testimony is to be found in the Document E. The opinions of these Gentlemen present the justice of our claims in a strong light.

The last summer we visited New Echota, and were informed that our claims would be submitted to the Indian Committee. This reference we opposed from a belief that justice would not be done us, as that Committee was then constituted. We were told, that the award of the Committee would not be conclusive or impair our rights. The Committee in due time reported. In consequence of this one of the undersigned (acting for himself and for Wm. G. Hansell who was absent from indisposition) addressed to the Commissioners a letter dated 7th July 1837, a copy of which is among the documents and marked (A.) and also a Protest, a copy of which is submitted marked (B.). It was finally agreed that we would receive the sums reported, as an advance, and the claims still be kept open for final adjudication by the Commissioners. Our claims remain in this situation at this time.

On the 13th September last, we addressed a joint letter to the Commissioners, presenting our views in full, and were then informed that at that time they could not take up our claims, but when they could do so, they would inform us. On the succeeding day we addressed a joint letter to our Delegation in Congress. Copies of which accompany, marked (C. & D.) setting forth the cause of Complaint. Since then there have been changes in the Commission, and others have been appointed not so well acquainted with our

REPRODUCED AT THE NATIONAL ARCHIVES

claims.- The Honorable Wilson Lumpkin we are fully appprized was always ready speedily to do us justice, and no individual was better qualified to do so, as his position as late Chief Magistrate of Georgia, during these transactions, enabled him fully to understand all the bearings of our claims.

In the winter of last year, a doubt had arisen as to the fund out of which these claims should be paid - reference was had to the Secretary of War, and the opinion of the Attorney General taken - This opinion limits the fund to the $60.000. appropriation and confines that appropriation to the payment of this class of claims - In this opinion we were obliged to acquiesce, although it was contrary to the written opinion of the drafter of the treaty, Mr Schermerhorn, and while this sum is entirely inadequate to meet our just claims, we believed ourselves fully entitled to the unexpended balance of this fund, and an expression of opinion as to the justice or injustice of our entire claims. This just expectation has not yet been realized, and we fear since the resignation of Governor Lumpkin, our claims will not be adjusted by the Commissioners within the time limited for their adjustment ~~adjustment~~ by the treaty, and in the mean time we apprehend that this unexpended balance may be disposed of to the satisfaction of claims not contemplated by the opinion of the Attorney General -

May we then Sir respectfully but most earnestly invoke your aid in bringing this subject to a satisfactory conclusion, and with as little delay as practicable - And

REPRODUCED AT THE NATIONAL ARCHIVES

of the documents furnished and the evidence of Governor Lumpkin, Col. Cuthbert of the Senate of the United States, and Col. Dawson of the House of Representatives, will authorize your interposition, may we further ask that the faith of the Government, pledged by its accredited agent, may be kept.

We have every confidence that you will render us that justice which our claims, the nature of our services and the testimony will authorize.

After you shall have perused the documents herewith presented, may we not solicit such instructions from the Department of War to the Commissioners of Claims, as will ensure a speedy settlement of our accounts, and if the testimony in their support shall warrant, that these Commissioners may be also instructed to pay over to us the amount of our accounts.

All which is most respectfully submitted by

William H. Underwood
William Y. Hansell
S. Rockwell

Milledgeville, Georgia
18th January 1838

REPRODUCED AT THE NATIONAL ARCHIVES

(Copy)

Wilderness Post Office Va
July 4. 1838.

Sir.

I have just received a communication from Charles J. McDonald Esq, in reference to a claim of Messrs Underwood, Hansell & Rockwell, for professional services against the Cherokee Indians, and who wish me to make a statement of the case to the Department - The above named Gentlemen were employed by the constituted authorities of the Cherokee people, as their Attorneys in their Contest with the State of Georgia, and the various individual suits which grew out of it - I deemed it of the utmost importance to secure the assistance and co-operation of these gentlemen, in order to effect a treaty with the Cherokee people, for I knew their influence, exerted against the measures of the Government would entirely defeat all my operations; and to secure their influence and efforts in favor of the treaty, I solicited an interview in order to ascertain their views; and the result of it was, that they agreed to aid me all in their power to bring about the treaty (and they did actually render me the most important aid and assistance in effecting it, and without their Co-operation I could not have succeeded) On condition that their Claims for professional Services should be provided for in the treaty - This I assured them should be done, and in One of the Articles of the treaty this was done, without, however, I think, mentioning their Names, but in providing in general for the payment of all just Claims against the Cherokee nation - In order to ascertain the amount of their just Claims, and to prevent any impositions upon the Cherokees, it was understood and agreed between us, that they should have their bills of costs in each suit regularly taxed by the Judges of their Courts.- And if the laws of Georgia

had not established regular fee Bills, that then they should obtain the Certificates of the judges of their Courts, or regularly practised attorneys, that the Costs Charged in the several suits, were such as was the regular and usual Charges for similar services in their Courts -

I have been informed that these Gentlemen have had their Bills regularly made out, and certified by the judges and attorneys of their Courts according to the agreement and understanding between us; and that for some reason or another, the Commissioners to settle these claims have only allowed a part of what they claim as their just due; and that the Case is now brought before the Hon Secretary of War for his decision - I have felt it my duty to state these facts, and as these gentlemen, have acted in good faith towards the Government in all they stipulated to do in effecting the treaty and did render me such aid and assistance as to finally effect the objects of the government in Concluding the treaty, and have had their claims made out & presented in the manner understood and agreed between us - that now the government will fulfil the engagements I have entered into for the payment of their just claims, for which I think the treaty makes ample provision -

I think one of the Articles sets apart a certain sum, I believe $60.000, to pay Claims against the Nation - This at the time was supposed would be sufficient, but if it is now found not to be so, I do not see why all just claims should not be paid, as the Indians have funds enough to do it, and as this article of the treaty does not say that ~~they~~ the $60.000 was to be in full and in lieu of such claims, and if they amounted to more they should be paid "pro rata". According to my understanding of the treaty, and the express understanding of all hands engaged in making the treaty, it provided for the payment of all just claims; and I trust the decision of the Department will be to this effect -

I am &c.

J. F. Schermerhorn

To the,
Hon J. R. Poinsett
Secy of War

(Copy)

New Echota July 7th 1837.

Gentlemen.

Having incidentally learned that the Indian Committee have determined that I am only entitled for my services as one of the National Counsel to $5000. and that Maj. Hansell is allowed the same amount, I respectfully ask permission to address to you the following. However incredible this result may appear, my information is from such a source as to entitle it to credit and correct. I respectfully ask you to review this decision so fraught with the most manifest injustice. It can be accounted for upon no other principle than the utter incompetency of this Committee to decide upon the value of professional services.

If I had kept an accurate account of my expences incurred in the service of the Cherokee Nation while attending to their business in our Courts, these expenses would have far exceeded this sum.

I am happy to believe from an expression used by One of you the other day, that the opinion of this Committee is not to be conclusive, and that you will not be the instrument of producing this great injustice. My account and testimony are before you, and I respectfully ask that they may be again examined by you.

Surely it could never have been the desire of the Government to place a Citizen of the United States, who had for several years been sedulously engaged for a

REPRODUCED AT THE NATIONAL ARCHIVES

Nation of Indians as one of their legal counsel in as arduous a professional conflict as the history of jurisprudence can furnish, in a situation by which he is to loose his services altogether or be obliged to submit the question of compensation to a body entirely incompetent to place a proper estimate upon these services! yet if this decision is conclusive, such is my situation. The twelfth article of the Treaty cannot have such a construction. Such a state of things was never contemplated in creating this Committee.

I therefore for one enter my solemn protest against this decision and cannot submit to its operation. I must ask the favour that this letter together with my objections may be placed on the files of your Office.

(Signed) S. Rockwell

Messrs Lumpkin & Kennedy
Commissioners &c

REPRODUCED AT THE NATIONAL ARCHIVES

Milledgeville 10th April 1837.

Col. John A. Cuthbert.

Dear Sir.

In accordance with the understanding and agreement entered into between the Commissioner on the part of the United States, and ourselves as Counsel for the Cherokee Nation, in relation to a standard by which to fix our fees, as between parties where white men are concerned, we submitted the matter in February last, to several professional Gentlemen then at Cassville, who returned to us their opinions and views as follows.

" We the undersigned as practising attorneys in this State being
" requested by the Cherokee Counsel to state the average fees received
" in the following description of cases where White men are parties
" make the following statement.
" In each Debt case twenty dollars.
" In each Case of Trespass vi et armis. Twenty five dollars.
" In each case of Trover fifty dollars.
" In each criminal case of Penitentiary confinement $75.
" In each Murder case five hundred dollars.
" In each criminal case less than Penitentiary confinement $25.
" In each Trespass case of Personal property twenty five dollars.
" In each Ejectment case Seventy five dollars.
" In each case for use & Occupation fifty dollars.
" In each Chancery case two hundred dollars, to each of the
" Counsel – But in cases where important principles are
" involved or much property at stake or extra services

REPRODUCED AT THE NATIONAL ARCHIVES

"rendered, the fees would of course be larger depending upon the
"circumstances of each case

(Signed) Robert Mitchell atty at Law
"To Mssrs Underwood, Hansell & Wm. Ezzard late Sol Genl. C.C.
" Rockwell D.R. Mitchell atty at Law
"Marietta 16th Febry 1837

" I should perhaps affix different amounts
"to the above class of cases or some of them but in the aggregate
~~"and upon the average the above charges are correct and with~~
"my knowledge of the practice

(Signed) L.B. Hargrove

" "I have examined the above and consider the fees mentioned
"therein as a fair and moderate average.

(Signed) Cornelius D. Terhune

"I have for several years been conversant with the charges of
"Attorneys in the Flint Circuit of this State, having been clerk of
"one of the Superior Courts, and can say that the amount of fees
"in the within discription of cases are low and I have known at-
"torneys in similar discription of cases charge fees much higher.
"Febry 17th 1837 (Signed) Wm Harden. "

We made out our accounts against the Cherokee Nation
corresponding with the foregoing classification, and would most
respectfully ask of you the favour to furnish us with your opinion
as to the reasonableness or unreasonableness of the average rates.

We have added to our accounts twenty five per cent on the
amounts charged, as a remuneration, in part, for the long credit and
contingent payment of our fees, the heavy expences incurred by us in

REPRODUCED AT THE NATIONAL ARCHIVES

consequence of our remote residence from the Circuits the exposures and dangers which we had to encounter, and the odium incurred by us for having espoused the cause of those people, and the uncertainty of eventually collecting our fees. We also solicit your views with regard to the propriety of this additional charge, when taken in connection with all the circumstances attending these matters.

We would likewise be very thankful to you for your general views as to the value of our services individually from the importance of the principles involved and the results obtained ~~both to the Cherokees and the United States~~

We are most respectfully
Your Obt Servts
Wm. H. Underwood
Saml. [redacted]
Wm. Y. Hansell

Milledgeville, April 11th 1837.

Messrs. Wm. H. Underwood, Saml. Rockwell, & Wm. Y. Hansell,

Gentlemen,

Previous to my receiving the foregoing letter, I had seen the foregoing estimate, given as a just standard of your fees as counsel for the Cherokees, & I think that, under ordinary circumstances it would be correct. But the peculiar circumstances which you mention, the very great delay in the payment, of which you had to incur the hazard, (with no remote danger that you never would be paid) the very great labour of conducting cases for clients, many of whom were exceedingly ignorant, & strangers to our language, & the very great sacrifice which you made, in exposing yourselves to the strong prejudices

felt against the claims of the Cherokees, make it just, in my estimation, to add twenty five per cent to the rates stated in the schedule prepared by several professional gentlemen in Carrollton, contained in your foregoing note to me. I am of opinion that your charges ought to be the more promptly paid because I have information entirely to be relied on; that your services were of great importance in effecting the subsisting treaty with the Cherokees.

Very Respectfully, Yours &c,
John A. Cuthbert

Athens 16th April 1837

I have examined the foregoing list of average fees, & feel no hesitation in stating that they are lower than are customary for the circuit in which I practice. — I think the addition of twenty five per cent on the amount would not be considered an adequate remuneration for the contingent payment depending upon a settlement of the difficulties with the United States. — This addition is less than is customary when credit for professional services is given. — I feel sure that no respectable Lawyer would think of charging less under the circumstances of these cases. — The Gentlemen engaged in these cases of the Cherokee Indians, Messrs Underwood Rockwell & Hansell are of high professional character, of much experience & skill in their profession, & are able to command as high fees as any practising Lawyers in the State, & where experience & skill are combined, as they are in the above named Gentlemen, higher fees are always given in our State, than to less experienced Lawyers —

Yours respectfully &c C. B. Cole
late Judge of the Southern Circuit

B—1.

#

B-2

Greensboro' 27th April 1837

Gentlemen

Your letter to Col John A Cuthbert dated "Milledgeville 10th April 1837" in relation to the Fees you have charged the Cherokee Tribe of Indians, as their counsel, is before me — I have examined the description of cases, and amount charged in each. I consider them reasonable, — for many years I have been engaged in the practice of the Law, in the middle counties of the State, and my fees in similar cases have been frequently greater than those you have charged. — When I reflect upon the high standing you have long sustained in the Profession, — the practice you enjoyed in the immediate vicinity of your homes — and the privations, inconveniences, dangers, and long absence from your families which you had to undergo, to discharge your professional engagements with that Tribe of Indians — I am constrained to say your charges are moderate — The distinguished Gentlemen, who represent the general Government, & the Indians, under the Treaty, have full knowledge of the character of services, — the feeling of the community towards you — the character of the People you defended — the losses of every kind, you necessarily sustained, — and I have no doubt, will duly appreciate them, and do you that liberal justice which is due you, especially from the Cherokee People, for the "Indian Lawyers" as you have been called, certainly risked for their clients, many dangers in the discharge of their professional engagement.

(B-2)

Wm H Underwood, Saml Rockwell & Wm Y Hansell Esqrs

I have the honor to be very respectfully Wm C. Dawson

I have also examined the scale of charges, submitted to Col Cuthbert & Judge King — The average of charges in many cases conform to the rules I have adopted for my charges — Sometimes my fees are higher & sometimes less, depending on the amount involved, the circumstances, & the character of the clients, I reside near the centre of the State, & practice in the middle counties — The Cherokee Counsel (as they are called) deserve for similar cases, very liberal fees — Privations, dangers, long absence from home, leaving their own courts, or circuits, and in a great measure relinquishing a profitable practice, which was convenient to their homes &c &c — all these reasons combine to convince the mind, that their fees should be higher, than those which they should charge in the ordinary course of practice — The fees charged in the description of cases presented should be regulated by the value of property involved, — it is difficult to affix the fee to the cases — The professional Gentlemen, who have regulated the fees in the Cherokee circuit for the Cherokee Counsel are the best Judges of the services rendered for they practice in that circuit —

Wm C Dawson

25th April 1837 —

REPRODUCED AT THE NATIONAL ARCHIVES

I have examined with some particularity the scale of charges submitted to Col Cuthbert by Messrs Underwood, Rockwell, & Hansell for their services as attorneys for the Cherokee Indians, in their late difficulties; I have also looked over the remarks of the several gentlemen who have examined the same before me, and am of opinion,

That the average of charges is lower than would be charged by gentlemen of the same high professional standing for similar services in the middle Counties of Georgia — I think the charges reasonable —

That contingency or uncertainty of payment does authorise and justify higher charges for services of any kind than where payment is certain, this principle is in itself so manifest that it needs no opinion from any quarter to sustain it — I think an increase of twenty five per cent would be well authorised for this reason alone —

That any odium however unjust, connected with the services rendered, — remoteness of residence, and expenses incurred go strongly in support of the justness and moderateness of the charges made — I say again that I think the charges not only reasonable, but, taken in ~~connection~~ connexion with the circumstances under which they were rendered, very moderate —

Angus M. D. King
Judge Sup Ct. Flint D Geo

April 23d 1837

REPRODUCED AT THE NATIONAL ARCHIVES

Macon 15th April 1837

I have examined the foregoing list of average fees, & feel no hesitation in stating that they are lower than are customary in the Circuit in which I practice — I think the addition of twenty five per cent on the amount would not be considered an adequate remuneration for the Contingent payment, depending upon a settlement of the difficulties with the United States — This addition is less than is customary when Credit for professional services is given — I feel sure that no respectable lawyer would think of charging less under the circumstances of these cases — The Gentlemen engaged in these cases of the Cherokee Indians, Messrs Underwood, Rockwell & Hansell, are of high professional character, of much experience & skill in their profession & are able to command as high fees as any practising Lawyers in the State: & where experience & skill are combined, as they are in the above named Gentlemen; higher fees are always given in our State than to less experienced Lawyers.

Yours respectfully &c

C. B. Cole

late Judge of the S. C.

REPRODUCED AT THE NATIONAL ARCHIVES

Scottsborough 24th May 1837

Gentlemen

I have examined the Bill of Charges of Mr H. Underwood, Saml. Rockwell & William Y. Hansell Esquires, against the Cherokee Tribe of Indians for professional services rendered individuals belonging to that Tribe, to which bill is annexed the certificate of gentlemen of the profession residing and practising in the circuit in which said services were rendered — The opinions of these gentlemen from their better acquaintance with the rates of charging in that circuit are entitled to the highest considerations — Persons remote from the scene of these professional engagements are not by any means so capable of forming a correct judgment of the propriety of the Charges made, as are those who were eye witnesses to the duties performed & the privations suffered by the gentlemen performing them —

It is represented that, in addition to the important services rendered professionally to individuals of this tribe, these gentlemen by their exertions procured a treaty on terms much more favorable to the tribe at large than any which had theretofore been pro

were many lawyers presenting accounts for very large demands, who if permitted to share of the fund would so much exhaust it that we could get nothing like what we were justly entitled to, he stated that on the first ground he thought our Certificates from men of the Standing we had applied to ought to be fully satisfactory, and on the second that we were the Only Counsel together with Mr Hansel Contemplated in the appropriation that if there were others they ought to have made it Known at the time, that none were entitled except such as were employed by the nation and that the Commissioners ought to take no evidence of such employment except the Certificate of One of the Clerks that the Certificate of no individual Should be received, not even Mr Ross who he well Knew was more Sufficiently inimical at least to One of us (Underwood) to cut his throat and would he had no doubt give any Certificate that would injure us, that he thought there Could not be much difficulty on that head that most of the business of Litigation was in Georgia that in Tennessee he Knew there was very little, and that Jernigan who was their principal lawyer had Opposed the treaty throughout, and Could not expect any thing under the treaty, that he had been paid already under the appropriation made last winter at Washington much more than he deserved to have for his Knavery and that Mr Kennedy ought to Know it,

On our asking him to write to the

the following Contain the Substance of [illegible] the
understanding and Genl Jackson at the [illegible] [illegible] [illegible]
We presented to him the Statement of Mr Schermerhorn & the
Opinion of the atty Genl both of which he read with [illegible]
apparent attention, he immediately observed that the Statement
of Mr Schermerhorn was Correct as to all the facts that
were therein stated so far as they came within his knowledge
and that the entire Statement was entitled to the fullest
Credit that he was a very good man, he thought however
he was mistaken in regard to his Construction of the treaty
that the opinion of the attorney Genl was the Correct one
and Contained the proper Construction he remarked that the
£60,000 was the only fund which could be applied to
that purpose but that we were entitled to the whole of that
of our accounts for Services fully amounted to that sum
and he found that to be the opinion of the attorney Genl
he stated that he had frequently applied to him for opinions
in his administration of the govt and [illegible] found them always
to agree with his own, and was happy to find [illegible] his
Opinion on the present Occasion [illegible] the same. We told
him the understanding with Mr Schermerhorn was different
but that we were satisfied the opinion of the atty Genl was the
Correct one as the treaty was worded, he asked us then what was the
difficulty, we informed him there were two difficulties One as
to the amount of our Charges and secondly that there

REPRODUCED AT THE NATIONAL ARCHIVES

BEST AVAILABLE COPY

-posed, and that these exertions are to be taken into consideration in the regulation of their fees. I am also informed that the entire business was undertaken under circumstances which rendered it extremely uncertain when compensation would be made, if at all — Taking these things all into consideration I do not hesitate to say that ~~if they~~ were I sitting in judgment upon the accounts of these gentlemen made out in conformity to the examined bill of charges I should most unquestionably pay them. ~~The~~ gentlemen, however, who have this matter in charge, doubtless know how to place an estimate on professional services, and will award to the counsel that compensation to which, in ~~their~~ enlightened judgment they are entitled

Very respectfully
Charles J. McDonald

REPRODUCED AT THE NATIONAL ARCHIVES

Col Gardner.

Will please obtain from the war office Copies of the Order of the Secry at War requiring the Commissioners Messrs Kennedy Wilson & Liddell to appoint referees ~~[illegible]~~ to award on the Compensation of Wm H Underwood William H Hansell & Samuel Rockwell — also of the appointment of said referees and the award made, by the said referees

& oblige &c

Wm H Underwood

Resolved, that the petition, claim & papers, connected with the claim of Saml Rockwell and others, before the committee of claims of the 25th Congress, be referred to the Committee on Claims —

(13) No. 146 (D – V.)
Copy of a Communication
from Underwood, Rockwell
and Hansell.
To
Members of Congress from
Georgia – Dated 14 Sept
1837.

M 38.

REPRODUCED AT THE NATIONAL ARCHIVES

Copy.

War Department.
Office Indian Affairs
July 21. 1838.

Gentlemen —

Several Communications have been received at this Department on the subject of the decisions made by you on the accounts presented by Messrs Rockwell, Hansell & Underwood, for legal services rendered by them to the Cherokee Nation. It is not designed to interfere directly with your proceedings, as by the treaty, your action on these and other Claims is to be final. But I am instructed by the Secretary of War who has looked into the cases of these gentlemen to suggest to you the Expediency of Submitting their accounts to disinterested, practicable members of the profession, giving the claimants an opportunity to present to them statements of the Circumstances, and with the information you may thus derive respecting the usual rates of charges for similar services, reviewing your decisions. — Very respectfully

Your mo. obt. Servt.
(Signed) C. A. Harris

Messrs J. Kennedy
T. W. Wilson
J. Liddell.
Calhoun — Tenn.

REPRODUCED AT THE NATIONAL ARCHIVES

Copy.

Cherokee Agency, East.
20 Novem. 1838.

Gentlemen.

Agreeably to the suggestion of Honble Secretary of War, we do hereby submit to your reference the Accts of Messrs Underwood, Rockwell & Hansell for services rendered the Cherokee Nation, as their attornies, - the payment of which has been provided for in the Treaty of 1835-6. Copies of those accounts are herewith forwarded to you, together with a copy of the proceedings had thereon before the National Committee and the Commissioners under the said Treaty. The claimants being ~~satisfied~~ dissatisfied with the amount allowed them on their claims - and the Board of Commissioners relying on your competency, from your long practice as attornies in the Courts of Georgia to decide upon the merits of the several claims, hope that you will take them into consideration and report to them your opinions thereon at as early a day as practicable - Any three of those selected will be competent to make the desired report

James Liddell
Thomas W. Wilson
Commissioners

Messrs Joseph H. Lumpkin
Nathan C. Sayre,
Hiram Warner
Edward J. Tracy
Washn G. W. Poe
Eli Baxter
H. G. Lam (not legible). believed to be Lamar

} Esquires

(Copy)

Samuel Rockwell in behalf of himself and Wm Y. Hansell, objects to the decision of the Indian Committee on their accounts for professional services, upon the following grounds. Viz:

First.. For that, this Committee is not the proper tribunal to fix a compensation for services rendered in the behalf of the Nation. On the ground of interests of want of information, and incompetency arising from a total absence of all knowledge of the value of professional services. It would be to their interest to preserve as much of the fund to their Nation as possible, out of which these accounts are to be paid — All of the Committee are entirely ignorant of the nature of professional services in our Courts, most of them of the kind of services rendered as is most obvious from their decision in other cases — and one or more of them unable to understand the English language.

Second. Their decision is based upon principles adverse to the opinion of the Attorney General. His opinion being that this fund in accordance with the treaty, is specifically appropriated to this class of claims — Whereas the Committee has set apart a portion of it for other objects. It is fair to presume that the motive for the inadequate allowance to the legal Counsel was to preserve as much of the specific fund as possible for purposes not acknowledged

REPRODUCED AT THE NATIONAL ARCHIVES

in the opinion of the Attorney General to be legitimate.

Third - For that the 12th Article of the Treaty in creating this Committee never contemplated that they should pass upon claims of this discription, otherwise the 14th Article of the Treaty which prescribes that all claims arising under or provided for in its several Articles should be examined and adjudicated by Commissioners to be appointed by the President, and that their decision should be final, is worse than useless. Since it is not conceived how the Commissioners can "examine" and adjudicate," if they are to become the silent or quiescent registers of the adjudications of the Committee. It appears to me that a construction adverse to the one contended for in this paper would abrogate the powers of the Commissioners altogether and operate to repeal this provision of the treaty.

Fourth - For that the Committee in its action upon this matter, were under no legal obligation to determine according to evidence, which it seems they disregarded, but might be controlled by their caprices or partialities or prejudices, without regard to the justice of the several claims. It is most obvious that such a tribunal, thus constituted, would be an unsafe

REPRODUCED AT THE NATIONAL ARCHIVES

arbiter between their people and their Counsel- In such a depository the principles of distributive justice might be entirely merged in personal considerations.

It is respectfully urged upon the Commissioners that they would take these objections into their consideration and weigh them maturely.

It is not believed that any impartial person would hesitate, on an examination of the evidence furnished in support of the claims, to come to the conclusion, that by the decision of the Committee, the most glaring injustice has been done to Maj. Hansell and myself, and the compensation given wholly inadequate to the nature and extent of the services rendered. I would respectfully ask that this Protest and ~~this~~ my letter of this date may be filed among the records of the case

(Signed) S. Rockwell
for himself and in
behalf of Maj. Hansell

New Echota
July 7th 1837

REPRODUCED AT THE NATIONAL ARCHIVES

To the Honorable the Commissioners of the United States of America, for ex-amining and adjudicating claims under the Treaty made between the United States and the Cherokee Indians, of 1835 & 36.

The Memorial of William Y. Hansell a Citizen of the United States and an inhabitant of the State of Georgia respectfully represents; That shortly after the extension of the civil and criminal jurisdiction of the State of Georgia over that portion of her territory ceded by the Cherokees in the Treaty of 1835, your Memorialist and the late Col. Samuel Rockwell, now deceased, were engaged as associate Counsel with William H. Underwood Esqr., by the Cherokee Nation to prosecute and defend the rights of the Cherokee people in the Courts of Georgia, and to prepare, where proper and necessary, cases for adjudication in the Supreme Court of the United States. Your Memorialist and his associates, in conformity with the engagements so made with the authorities of the Cherokee Nation, did devote their time and professional labours to a great number of cases involving extensive litigation, both as to National and individual rights, from the year 1830 until after the ratification of the treaty, in 1837, both in the prosecution of numerous causes in favour of the Cherokees, and in the defence of cases against them, both civil and criminal, requiring the almost exclusive time and attention of your Memorialist and his associates.

It was the understanding and agreement between the authorities of the Cherokee Nation and their Counsel that the Counsel should be liber-ally compensated for all their labours whenever the Nation should

have the ability to do so, on an adjustment of the then pending diffi-
-culties between the Cherokees, the United States and the several States within whose chartered limits the Cherokee Nation East, was then situated. —

That at the time of the making of the treaty in December 1835, the extent of the labours, still to be performed by your Memorialist and his associates, for the Cherokees, could not be ascertained, as new cases were continu-
-ally occurring, and no bills were presented for services before that time rendered. Your Memorialist and his associates rested satisfied with the assurances made by the contracting parties to the treaty, that ample provision should be made, in the treaty, to secure citizens of the United States in the payments for services rendered by them to the people of the Cherokee Nation.

After the ratification of the treaty, Commissioners were appointed under the 17. Article to examine and adjudicate all claims arising under the treaty. To these Commissioners the accounts of your Memorialist and his associates, were presented, with the proper proofs and vouchers to sustain them, in the summer of 1837. The Commissioners, without examination, referred the accounts to the Indian Committee raised under the 12. Article of the treaty, against which reference Col. Rockwell for himself and this Memorialist (for whom he was then fully authorized to act) entered a solemn Protest, on the grounds that the Indian Committee were not authorized by the treaty to "examine and adjudicate" accounts of Citizens of the United States for services rendered the Cherokee Nation and people, the members of the Committee

not being competent to judge of the value of professional services, and being interested as parties. But notwithstanding such protest, the Indian Committee reported on the accounts, on the 8. of July 1837, and recommended the payment of a sum to each, far inadequate as a fair or liberal compensation for the services which had been performed, and to Col. Rockwell and this Memorialist, a sum not sufficient to reimburse them for their actual expences incurred whilst attending to the business of the Cherokees. This report the commissioners received, and say "the Commissioners do "hereby assent to the conclusions to which the Committee have arrived, "so far, as to order and adjudge that Certificates do issue in favour "of the said several claimants, in accordance with the opinion of the "Committee. The Commissioners reserving to themselves the right at "any subsequent time upon a reinvestigation of the whole subject, to "make such further decree as a sense of duty and justice may "seem to enjoin on them". And the sums thus awarded were received by Col. Rockwell for himself and this Memorialist, as an advance on the the accounts, and the claims kept open for future adjudication.

Without attempting to pursue the further applications, resulting in disappointments and delays to which your Memorialist and his associates were subjected, in seeking the final settlement of their just demands, he would here respectfully refer to the position in which they now stand.—

The claimants having applied to the Secretary of War for the purpose of having their accounts properly examined, together with the

" Gentlemen in the Middle Section of Georgia, and due consideration
" thereon, they are unanimously of opinion that Mr. Hansell should
" receive the sum of $24.588. Mr. Rockwell should receive the sum
" of $22.920. and Mr. Underwood the sum of $28.692. subject how-
"-ever to be diminished by the sums heretofore paid to them re-
" -spectively."

This award, being satisfactory to the claimants (although made by referees selected exclusively by the Commissioners) they consented to its terms, and the same was immediately forwarded to the Commissioners then at Athens Tennessee, and on the 24. of December 1838 the Commissioners, without assenting to, or objecting to said award of their own referees, sent the same to the Commissioner of Indian Affairs, with a request "that the whole might be laid before the Hon. Secretary of War, for his examination and disposition". and on the 14. of January 1839, the Secretary of War caused the award and the documents accompanying it, to be returned to the Commissioners, where the whole matter has rested, so far as the Commissioners duties were concerned, up to the present period.

Your Memorialist and his associates were at all times ready and willing and still are willing to abide the award of the referees, appointed by the Commissioners, notwithstanding they, by their award diminished the amounts of the accounts of each of the claimants- being convinced that the same was made in good faith by Gentlemen of irreproachable character, and that the deductions made on the bills of the claimants

by them, were made in consequence of the absence of sufficient proofs, in their estimation, to sustain some of the items as charged. As evidence of the high standing, ability and professional integrity of the referees your Memorialist would beg permission to refer your Honors to the letter of His Excellency the Governor of Georgia, herewith submitted, marked D.

In conclusion, your Memorialist prays your Honors to confirm the award of the referees, as of the time when the same was reported to the Commissioners in December 1838, and order and decree that a certificate issue for the amount awarded to him, first deducting therefrom the sum of six thousand dollars, before that time received from the Cherokee Nation and from the United States, and which form a just credit to be applied to the diminution of the sum awarded.

And your Memorialist will ever pray &c

Wm. Y. Hansell

26th. July 1843.

REPRODUCED AT THE NATIONAL ARCHIVES

Statement in the matter of the Claims of William H. Underwood and William Y. Hansell for services rendered as Attorneys and Counsellors of the Cherokees East of the Mississippi river.

Were the same Gentlemen in the Commission who composed the Board in 1837 and 1838 it would only be incumbent on the Claimants to call their attention to the Award of the referees, to whom they referred the claims, and ask of them an affirmance of the award, as they were presumed to be conversant with all the facts & evidence on which the claims rested. But as that Commission has closed and the Gentlemen who composed it have ceased to act, without having made any final decision in the matter; it is deemed proper that the claimants should lay before the present Board of Commissioners a brief statement of their case in order that they may determine the matter submitted according to their own judgment & opinion.

It is believed that all the difficulties which have heretofore impeded a final adjustment of these claims originated in a mistaken view, taken by the Commissioners, in the first instance, in placing them in the same class with other claims, not similar, against the Cherokee Nation, when in fact the claims of Judge Underwood, Col. Rockwell and myself, were placed in an attitude altogether different from other claims, so far as regarded the manner and mode by which their amounts should be ascertained, and when so ascertained, in amount, that they should be paid. To this point I beg leave to call the attention of your Honors, and refer to a Copy of a letter from Mr. Schermerhorn, the Gentleman who

drafted and negotiated the treaty, to the Commissioners who were first appointed to examine and adjudicate claims recognized in that treaty- this letter was written at a time soon after the ratification of the treaty, and when the terms of the agreement between the accredited agent of the Government and the Claimants could not have been forgotten or mis-stated- made by one whose situation was indifferent between the parties in interest, and with whom there could be no inducement to favour any one concerned- He states distinctly what was the pledge of the Chief Executive Magistrate of the United States made in the Winter of 1835 to one of these claimants, acting for himself and his associates, that they "should be paid for their services as Counsel for the Cherokees," and that he also gave them the same assurances, as Commissioner on the part of the United States, if they gave him their aid in effecting a treaty- and which condition is acknowledged was faithfully performed by the Claimants.

The understanding and agreement is farther and more fully explained, in the same letter, as to the mode or manner in which the accounts of the claimants should be made out, and what kind of proof would be necessary to sustain these- and when this should be done, that they should be paid. This letter the claimants ask leave to designate as (No 1.)

To the same point the claimants would beg leave to refer to a copy of a letter from Mr. Schermerhorn, dated July 4.

1838, to the Hon. Joel R. Poinsett Secry. of War, and designated as (No 2) and which is to the same effect on the materi-al points in this case, with his letter to the Commissioner, only that at the time this letter was written, he was apprized that the agreement entered into between him, as the authorized agent of the Government, and the Claim-ants, had not been performed, in that good faith, which the claimants had kept and performed on their part under the agreement.

These letters are referred to as evidence to sustain the proposition laid down, that these claims were placed in an attitude altogether different from other claims, so far as regarded the manner and mode of ascertaining their amounts, and that when the amounts should be ascertained, according to the agreement, that the sums which might be thus ascertained should be paid - And that the Commissioner erred in submitting the ac-counts of these claimants to the Committee composed of Cherokee Indians.

It will be seen that the letter of Mr Schermerhorn to the Secretary of War was written at the request of Governor McDonald who was then acting as the agent of these claimants, a copy of whose letter to Mr. Schermer-horn is marked (No 3)

On the 2d of July 1838, Gov. McDonald addressed a letter to the Secretary of War (Marked No 4) calling his attention to those claims, asking their settlement, or to give instruc-tions to that effect, and proposing, if admitted to do so, to present his views more at large on the whole subject-

An argument was written out by Gov. McDonald and

-tent persons to determine on the value of the professional services of the claimants. A copy of this letter will be found referred to in the claimants memorial marked "A."

The Commissioners adopted the suggestion of the Secretary of War, and on the 20th. of November 1838 they appointed seven distinguished Counsellors of Georgia authorizing any three of them to report. A copy of the letter of appointment and instructions is submitted marked "B."

On the 10th of December 1838, five of the Gentlemen, thus selected by the Commissioners, made a report, in which they were unan-imous, awarding to each of the Claimants, the amount due according to the evidence submitted to them, and say that they have come to such conclusion "after a careful examination of the several items of charges in the accounts submitted, and a comparison with charges by professional Gentlemen in ~~that~~ section of Georgia, and due consideration thereon" &c. a copy of this award of these referees is marked C.

To show that the Claimants were satisfied with the award of the referees and ready and willing to abide by the terms thereof, the Claimants submit the deposi-tion of Andrew J. Hansell who acted as the agent of two of the Claimants, and was accompanied by the other claim-ant in person — The Document is marked No. 5.

As evidence of the standing and professional reputation and integrity of the Gentlemen who acted as referees the claimants beg leave to refer to the letter of Col. James Liddell one of the late Commissioners marked No. 6. and a letter from His Excellency the Governor of Georgia marked D.

they were to be paid, liberally, by the Nation, whenever it should have the means to pay with. The Indians were in the possession of an extensive body of valuable lands, which lay within the chartered limits of Sovereign and Independent States - they could not dispose of any portion of those lands to individuals to pay their debts or to raise the means of doing so. - Having only an occupant right or the usufruct of the soil, whenever that should be changed, by any act of the Nation, the fee vested in the Sovereign power having the legitimate jurisdiction over the soil - Georgia had drawn her meshes so closely around those residing within her jurisdictional limits, that her Courts of Law and Equity, after a fixed period, were to close their doors against the complaints of the Cherokees, and by Legislative enactment, the Judges of the State Courts were prohibited from sanctioning or sustaining any proceeding in which a Cherokee should be a party. - It was when things had assumed & were assuming this aspect, that the claimants commenced their operations to bring about a treaty between the U.S. and the Cherokees, and with this object in view, one of the claimants, visited Washington in the Winter of 1835 with Ross and his delegation of Cherokees, and was mainly instrumental in inducing that wary chief to submit to the Senate of the U.S. the question of fixing a basis for holding a treaty with the Cherokees - this basis was fixed by the Senate at $5000.000. being at least double the amount of any previous sum proposed - this sum formed the basis of the treaty as made in Dec. 1835. It was when one of these claimants was in Washington in the Winter of 1835, that he received the assurance from the Chief Magistrate of the United States, in the presence of the Commissioner, that he and his associates should be paid for their

professional services, under certain provisions, then stated, and afterwards repeated and agreed to by and between the Commissioners and the claimants, and the mode and manner in which the compensation of the claimants should be ascertained, was specially agreed upon, between the representative of the Government and the claimants, of which the evidence is afforded in the letters of the Commissioner before referred to, as likewise the evidence from the same sources, that the claimants faithfully performed their part of the agreement.

Now the question occurs, has there been a decision by a former Board on the claims of these applicants, according to the understanding and agreement made and entered into between the parties? If there has not, then there has been no final adjudication of the question to trammel or incumber the free action of this Board, and the question presented for the consideration of your Honors is, the affirmance or rejection of the award of the referees. The question on which the former Commissioners should have determined, so as to have made their decision final, was never before them, in its proper form, until they received the report of the Gentlemen selected by themselves as referees and auditors in this matter. It is true that the Commissioners had before them the accounts of the claimants with the evidence to show their correctness of charge, and the opinions of Gentlemen of the Bar and some of the Judges of the Superior Courts, that the items of charges were reasonable. That this evidence had been procured by claimants in accordance with their understanding and agreement with the constituted organ of the Government on this matter - they had before them at the same the evidence of that agent showing

what the agreement was between the parties, and how the accounts of the claimants were to be authenticated; but all this seems not to have weighed a feather with them when there was a Committee of Cherokees in Session raised it is true under an article of the treaty, but as these claimants most humbly contend, for purposes variant from the nature of their claims. To this Committee of Indians, some of whom could not understand or speak the English language -- none of them possessing legal acquirements ~~and~~ all being, or believing themselves to be, interested, and against the remonstrance and protest of the claimants, the Commissioners referred the accounts, and in adopting their report, in the first instance in part, it is afterwards reared up in judgment against these claimants as the true bases of a final adjudication of their claims by the proper tribunal. It is in evidence, if I mistake not, before this Board in the Case of Lewis Ralston, that the Indian Committee were governed by motives purely with a view to economize for the Nation out of the consideration to be paid for their lands. Thus when a Spoliation claim was presented for their approval, they enquired from what fund the payment should be made, and being informed that it would come out of the five Million they rejected it, but would have passed it readily had they have been informed that it would come out of the U.S. This is referred to merely to shew the motives by which the opinions of the Cherokee Committee were actuated.

In the hurry and under the circumstances, attending on ill health, this claimant finds himself here compelled to close the few remarks here submitted, should there remain material points untouched, in the opinion of your Honors, those points will be met and argued by those more capable than myself to do justice to all parties,

REPRODUCED AT THE NATIONAL ARCHIVES

to the Government, the Cherokees, and to the Claimants.

Wm. G. Hansell for himself
& his Associates

Washington 3. Nov. 1843.

REPRODUCED AT THE NATIONAL ARCHIVES

War Department
Office Indian Affairs
February 10. 1840

Sir,

I have the honor to report on the letter of Messrs Wm Y. Hansell & S. Rockwell, of Georgia, to the President of the United States, of 29. ult..., referred to this Office by you, in connexion with various papers, and arguments since presented to you by Mr Rockwell, and by the Georgia delegation (with two exceptions) in the House of Representatives.

The 10 article of the treaty with the Cherokees of December 1835 contains the following clause, "The United States also agree and stipulate to pay the just debts and claims against the Cherokee nation, held by the Citizens of the same, and also the just claims of Citizens of the United States, for services rendered to the nation, and the sum of sixty thousand dollars is appropriated for this purpose." The Attorney General, (Mr Butler,) was of opinion that the latter demands were restricted to this sum of $60.000 but that the Cherokee claims were not so limited, and (by inference) fell upon the general fund, and as a consequence that the whole sum, if necessary would be absorbed by the former. The 17th article erected a tribunal,

by which "all the claims arising under or provided for in the several Articles of this treaty, shall be examined & adjudicated," and the decision of the Commissioners "shall be final, & on their Certificate of the amount due the several claimants they shall be paid by the United States." It is to be borne in mind that all the classes of claims, with certain specific exceptions, I think three, were to be deducted out of the consideration of the Cession, and that of these exceptions the principal one was thrown into the mass by the supplement to the treaty.

Commissioners were appointed under the 17. Art., and the claimants in this case (with whom is associated W. H. Underwood Esqr. who occupies the same position) presented their claims to the Board - who it seems referred them with the claim of the late Wm. Wirt Esqr. & others to the Indian Committee appointed by the 12 Art., and upon receiving their report, dated 8. July 1837, "having duly examined & considered said report in connexion with the claims, and evidence upon which the report is based, have deemed it inexpedient at this time to express an opinion upon the reasoning and remarks made in the report of the Committee. But with the view of doing speedy justice to those several claimants, and with the impression that the Committee has faithfully endeavoured to approach the standard of justice and equity, in determining upon the relative merit of the several claims, the Commissioners

do hereby assent to the conclusions to which the Committee have arrived so far as to order and adjudge that Certificates do issue in favor of the said several claimants, in accordance with the opinion of the Committee. The Commissioners reserving to themselves, however, the right at any subsequent time, upon a reinvestigation of the whole subject, to make such further decree as a sense of duty and justice may seem to enjoin on them." Mr. Rockwell for Mr. Hansell & himself protested against the report of the Committee, which awarded to Mr. Underwood $11.000 — to Mr. Hansell $5000 and to Mr. Rockwell $5000. These several sums were paid, and I find it stated in a memorial of Messrs. U. H. & R. to the Secretary of War, dated 18th January 1838, on the subject, "It was finally agreed that we should receive the sums reported as an advance, and the claims still be kept open for final adjudication by the Commissioners. Our claims remain in this situation at this time." The object of this memorial, and its request, was that instructions might be given the Commissioners under the Cherokee treaty, by which early & favorable action might be had upon the claims. It was referred to the Indian Office, and a report made upon it by Mr. Harris on 12th March 1838 expressing the opinion that it was not advisable under the provisions of the treaty to comply with the request, but suggesting the propriety of referring the memorial to the Commissioners. In this report you concurred, and on the 19th of same Month so informed the Hon. W. C. Dawson, who

REPRODUCED AT THE NATIONAL ARCHIVES

had brought the papers to your notice.

About the same time, viz 20 March these claims again engaged the attention of the Commissioners, and Mr. Wilson delivered an opinion seriatim, in which he decides against the claimants, as well as the ground of the former adjudication as on the merits of the claims. In this opinion Mr. Kennedy on the next day expressed his concurrence, saying that the Committee intended the allowance they made (which he thinks was liberal) to be final, and that the Commissioners had "no authority to make any further compensation." The latter opinion seems to be founded on the letter from this Office of 8. February 1838, in which is this clause, "It is considered proper that you should establish a rule, not to review any case that has been once decided." From the opinions of his brethren Mr. Liddell dissented, giving as the result of his deliberations that Mr. Underwood should receive the additional sum of $4000 and Messrs. Hansell & Rockwell severally $1000.

From a perusal of the opinions of the Commissioners it seems to me that they gave a careful examination to the proofs & papers submitted to them - and that their last decision can scarcely be regarded as otherwise than final.

X The next material step, of which I find record, is a communication of this Office, addressed on 21 July 1838 to Messrs. J. Kennedy, T. W. Wilson and J. Liddell, the Commissioners saying, "It is not designed to interfere directly with your

proceedings, as by the treaty your action on these and other claims is to be final, but I am instructed by the Secretary of War, who has looked into the cases of these Gentlemen, to suggest to you the expediency of submitting their accounts to disinterested practical members of the profession, giving the claimants an opportunity to present statements of the circumstances, and, with the information you may thus derive respecting the usual rates of charges for similar services, reviewing your decisions." This movement appears to have originated in the arguments of Gov. Mc Donald of Georgia, who represented the claims before the Department, and to whom you communicated the fact of the above suggestion having been made to the Commissioners, saying at the same time that, whatever services might have been rendered by the claimants in bringing the treaty of 1835 to a close, you are obliged to look at their claims as founded only on professional services rendered the nation. In consequence the Commissioners referred the claims on 20 November 1838 to seven distinguished Counsellors of Georgia, authorizing any three of the number to report, and five of the same gentlemen selected, on the 10th of December 1838, reported as the result of their examination that "Mr. Hansell should receive the sum of $24.588. Mr. Rockwell should receive the sum of $22.920, and Mr. Underwood the sum of $28.692, subject however to be diminished by the sums

heretofore paid to them respectively." Two of the Commissioners, Messrs. Wilson & Liddell, on the 24 December 1838, sent the above report to the Commissioner of the Indian Affairs, "requesting that the whole may be laid before the Hon.ble Secretary of War, for his examination and disposition." The Communication closes thus. "The views expressed in the foregoing paragraphs, on the subject of the final reference of the cases of Messrs. Underwood, Rockwell and Hansell to the Secretary of War, was prepared by Commissioner Liddell for the board, but Commissioner Wilson does not altogether concur in them. The latter, however, begs to refer the cases to the Hon. Secretary of War for final disposition for two reasons, — 1st from the consideration, that he has already acted on these cases, and recorded his opinion on the testimony in full, and desires to be excused from reviewing that opinion, and 2dly from the want of time to go over the mass of papers in the case again. The Hon Secretary of War being furnished with the proofs in the cases will be amply competent to do justice in the premises to the Government, the Indians and the Claimants, and Commissioner Wilson therefore respectfully begs leave to be discharged from the further consideration of the subject" signed by Messrs. Wilson & Liddell. If the decision of the Commissioners of March 1838 was final in its character, I do not see that the reference of November gave it a different complexion.

In your desire that justice should be done the respectable claimants — a suggestion was made to those invested with

the exclusive power to decide. Out of respect to the head of the War Department, the suggestion was acted on to a certain limit, but when it became necessary for the Commissioners to move further in the business they declined to do so. On the 14th January 1839, this Office replied to the letter of 24th December from the Commissioners informing them that the letter & accompanying papers had been laid before the Secretary of War, & that "by his direction the latter were now returned, as the Department has no authority to interfere in the adjudication of any claims against the Cherokees, the final decision of which is committed to you by the treaty. This view of the Department is confirmed by the opinion of the Attorney General, of August 27th 1838, a copy of which was sent to you on the 14th September following."

On the 17th January 1839, a communication was made by me to the Hon. J. F. Cleveland, in answer to so much of a letter referred by you to this Office as related to the claims in question, by which he was informed "that the treaty, in express terms provides that the decisions of the Commissioners shall be final, and leaves to this Department no power to reverse or change them. It has never been deemed proper to do more than to suggest that they should be

reviewed by the Board, and to this extent it has already gone in the case before me".

I received a letter under date of 1. January 1839 from Mr Kennedy, one of the Commissioners on the subject of these claims, in which he asserts his conviction that the sums allowed to the claimants were "liberal & just & refers to the reference suggested as extraordinary &c". He was answered under date of 19 January, that his letter was submitted to the Secretary, and that the "only part of it on which it was necessary to remark relates to the letter of July 21st, which you appear to have regarded as expressing his wish that the proceedings of the Commissioners on some of these claims should be reviewed by them. On referring to it you will perceive it contained a mere suggestion to that effect, and at the same time recognized their absolute right to decide definitively in all cases arising under the treaty."

On the 6th of June last Govr. McDonald again recommended a reconsideration of the claim of Messrs Rockwell, Underwood & Hansell, on which according to your direction I reported on the 19th day of July, reiterating the opinion before expressed, and this report was communicated by you to him on 20 July, with the expression of your concurrence therein. This I believe

REPRODUCED AT THE NATIONAL ARCHIVES

bring up the history of these claims to the present application, which, ~~they~~ as they are now before the Chief Magistrate, I have thought it proper to make as full as it is; that if after you shall have considered it you shall think proper to lay it before him, he may be able to see their exact position.

The services rendered, were doubtless, arduous to the claimants, valuable to the Cherokees, and long continued; I do not, however, intend to express any opinion of the merits of the claims, but shall proceed, in obedience to your instructions, to submit a few remarks upon the arguments presented. Their objects are to meet two difficulties that have been stated – 1st That the decision has been considered final under the treaty – and 2d that the fund of $60000 has been exhausted, or so far used as to be altogether unequal to the discharge of the claims, if they were allowed – and so on either ground to preclude Executive action.

1st It seems impossible to doubt that if a decision has been actually made, within the provisions & terms of the treaty, it is conclusive, for so is the 17 Art in words. This is acknowledged, for it is contended that the adjudication is not final in the character given it by the acts and words of the Commissioners

REPRODUCED AT THE NATIONAL ARCHIVES

themselves, and next that the claims were referred to the Indian Committee, "did their report adopted in the first decree, and that it does not appear that the claims were "examined" by the Commissioners, as the article referred to requires, before they were passed upon in the second decision. It is assumed that no particular phraseology is required to make a decree final - if it is shown by the whole scope of the proceedings more is unnecessary. The first determination reserved "the right at any subsequent time upon a reinvestigation of the whole subject to make such further decree as a sense of duty and justice may seem to enjoin on them" - not to make a further allowance necessarily, but only to do what their judgments should dictate. They did afterwards reconsider the matter, and Mr. Wilson a Commissioner recently appointed, decided that the decree made was not only final under the treaty and instructions, but that "the result of all my examinations upon the case is that the amount recommended by the Cherokee Committee to the Gentlemen named in the beginning of this paper, was ample, liberal & sufficient" - and Mr. Kennedy says, "I have examined the foregoing opinion of Judge Wilson, & concur therein, as to the additional compensation

REPRODUCED AT THE NATIONAL ARCHIVES

asked for by Messrs Underwood, Rockwell & Hansell," and again, "being satisfied as I am from my knowledge of the whole facts of this case that it was intended by the Committee in making the allowance they did (which in my opinion was very liberal) that it should be final, I am therefore of opinion that the Commissioners have no authority to make these Gentlemen any further compensation." Mr Liddell differed from his Colleagues, but the opinion of the majority of the board stands for its decision, and carries on its face, to my mind, abundant evidence that it was meant at the time it was made to be the end of their labors in that particular. The acts subsequently had on the suggestion of the War Department by reference, do not weaken this opinion, for neither of the Commissioners acted on the report of Messrs Sayre and others, and one of the two who sent the papers for the disposition of the Secretary of War did so on the ground, that he had "recorded his opinion on the testimony in full." Mr Liddell in a letter to the claimants of 18 November last, informs them that one of the Commissioners was averse to any action on the report and the two others "not being able to agree upon the award of the referees", together with the small amount of funds

REPRODUCED AT THE NATIONAL ARCHIVES

applicable in their opinion to this class of claims, "indeed the two last Commissioners to refer the whole subject to the Secretary of War."

It is argued, however, that the Commissioners referred the claims to the Indian Committee appointed under the 12 Article of the treaty, and have not "examined and adjudicated" themselves. The instructions given to the Commissioners, under date of 25 July 1836, ~~was~~ were in part as follows. "The claims of Citizens of the U.S. against the nation will be submitted to the persons mentioned in the 12 Article, if they admit them, no further inquiry will be necessary,
~~[illegible]~~
"if they do not you will receive their statements, compare them with the proof adduced by the claimants, and decide upon the matter after a full consideration of all the circumstances." The Commissioners but conformed to their instructions in submitting the claims to the Committee, and there seems to be great propriety in the instruction. The Indians ought to know something of the claims against them, and a submission to them is no more than a request to be informed by them if they admit or deny the claim. This is a daily practise in regard of claims alleged to be due by the individual applied to; the answer binds no one unless it be the person inquired

REPRODUCED AT THE NATIONAL ARCHIVES

at. In this case there was no individual responsibility it was a tribe debt, and the 12. Article, authorizes the Committee "to transact all business on the part of the Indians, which may arise in carrying into effect the provisions of this treaty, and settling the same with the United States." To attend to such inquiries was, it seems to me, within their authority, if it was not their duty. They would have a right to ask the Commissioners respecting pending claims, and to remark upon them when exhibited, and this if they were directly and alone interested, but here the interest was too general and remote to be regarded. The $60000 were first applicable to the debts of Citizens of the U.S. The debts of the Cherokee Citizens against the Nation are, if the above sum is exhausted, thrown on the general fund and to be paid in any event and the chance of an individual share of a remnant of the specific sum reaching any of them was as light as a feather.

The chief objection seems, however, to be that the reference was made at all, and that the Commissioners did not, excluding any such resort, take up the documents and proofs themselves, and examine for themselves without other participation in the inquiry. The parties claiming had an undoubted right to the judgment of the Commissioners, but the course seems to be unexceptionable which looks for information wherever it can be found, and procures it ~~xxxxxx~~

REPRODUCED AT THE NATIONAL ARCHIVES

whenever within reach. There is no Executive Officer, who does not refer papers to those Gentlemen in the Govern-ment service, who are supposed to be more familiar with the particular subject, or perhaps with details be-longing to the enquiry, for such information as may qualify him to decide. Neither you nor the head of any other Department would, I take leave respectfully to say, get on for any length of time with the onerous duties of your Offices without this aid - and yet the duty discharged is almost invariably laid upon the head of the Depart-ment eo nomine. It is in fact for the very advantage thus afforded, that the various divisions in Official duty that exist were made. Is it not the constant practice of every court to refer claims and controversies of every kind to Auditors and Masters in Chancery for a report? and having received it the Court examine it and the papers on which it is founded, and oftener much adopt than reject it, and then it is their own decision. Is not the very thing done in this case, & approved by the arguments, when the claims were referred to distinguished Counsellors of Georgia?

The opinions of the Commissioners on the Commit-tee report, and those recorded in March 1838, shew, I think, that they examined the claims carefully. One of the latter contrasts the claims with others, and all express such

REPRODUCED AT THE NATIONAL ARCHIVES

views as could only follow an examination. The result of their deliberations has been unfortunate for the claimants, but the treaty gave the power to decide without appeal.

The 2^d^ Objection relates to the state of the funds applicable to this class of claims. Both the arguments seem to proceed on the supposition that if the claims are allowed, and the balance of the $60.000 is insufficient to meet them, and insufficient it certainly is, the Government is under an obligation to provide the necessary funds. It may be the pleasure of Congress to do so, but the obligation I do not feel. The Government does not and never did owe the debt. The treaty is a Contract between the Cherokees and the U.S., by which we agreed to pay a certain sum for a body of land, and of that sum to apply $60.000 to the payment of a certain description of Cherokee debts - and the treaty provided how those debts were to be ascertained. So far it seems to me the treaty has been observed. The money has been paid in the way pointed out, leaving a balance unapplied, because, according to the decision of the tribunal created by the compact, it was not needed for the special purpose. But suppose it was exhausted, or the ascertained debts exceeded it, in the latter event there would have to be a rateable division, but in neither is there any

REPRODUCED AT THE NATIONAL ARCHIVES

treaty right to call on the United States to pay any thing additional. The fund was Cherokee money, and its application was all we undertook to see to. In support of this view will be found an opinion of the Attorney General of the U.S., Mr Butler of the 20th April 1837, formed on a consideration of the treaty, in connexion with a statement of one of the Commissioners who formed the treaty, and an argument of Mr Hansell in behalf of himself and the other claimants, in which the Attorney General says in reference to the $60000, "that if this sum is insufficient to meet the whole amount of the just claims of such persons, they resort, for the balances which may be due to them respectively to the Cherokee Nation." Any other construction would compel the United States to pay more for the land than they contracted to pay, and would add so much to the consideration of the cession. It appears to me, therefore, that neither of the difficulties is removed and that the decision of the Commissioners is final, and irreversible by way of appeal.

I have the honor to be
Very Respectfully
Your Obt Servt
T. Hartley Crawford

Hon. J. R. Poinsett,
Secretary of War

REPRODUCED AT THE NATIONAL ARCHIVES

The Committee of Claims, to whom was referred the Petition of Samuel Rockwell, Wm H. Harden & Wm H Underwood, asking of Congress the payment of certain claims against the Cherokee Indians as a Tribe & assumed by the General Government under the late Treaty

Report

That they have had the same under consideration, together with the documents & proofs in support thereof; by which it appears to the satisfaction of the committee, that during the long & protracted controversy between the State of Georgia & the Cherokee nation the claimants were engaged for several years in the Superior Courts of Georgia as their Counsel employed by the Nation — that the professional services of the claimants, in behalf of the Cherokee people, were arduous & harrassing. The litigation involving many grave & important questions embracing not only their national existence, but also their occupant rights within the limits of Georgia. That in the prosecution of their professional duties in behalf of this People, the claimants encountered many difficulties, unknown in the prosecution of ordinary professional pursuits, and had to submit to much personal sacrifice & rigour. That at length when the ~~complainants~~ claimants discovered, that by the action of legislation, they could no longer afford them any assistance & the Government having proposed to end their controversy by negotiating a Treaty with the Cherokees, they recommended them to treat & the aid of the claimants was sought by a portion of the Cherokees to effect this desirable object, which was cheerfully rendered, by which means a Treaty was made & ratified between the United States & the Cherokee nation east. That by this Treaty it was provided among other things, that the United States should pay the just claims, which the citizens of the U. S. held against the Cherokee Nation for services rendered & the sum of $[illegible] was appropriated for the purpose. That

REPRODUCED AT THE NATIONAL ARCHIVES

under the 17th Article of the Treaty two Commissioners were appointed to adjudicate upon the several claims presented under the Treaty. That the claimants presented their claims, supported by testimony & asked for payment under the 10 Article of the Treaty, which embraced this class of claims; but the commissioners never finally adjudicated the same, altho it appears to the satisfaction of the committee that sufficient testimony was adduced to establish the following facts viz. the employment of the claimants by the Cherokee Nation as their counsel — the character & extent of the services rendered, & the reasonableness of the charges made for these services. That while these claims were before the Commissioners, the opinion of the Attorney General was sought in reference to the construction of the tenth article of the Treaty who determined that this class of claims were entitled to preference & should be first paid out of the sum appropriated for the purpose by the Treaty. That the National Counsel alone should be paid & not those who might be employed by the individuals of the nation; yet that final action in these claims was postponed & the fund or some part of it diverted from this object to others. That subsequently the Commissioners refered these claims to a Committee of Indians, who reported certain sums to the claimants, under circumstances, which precluded the idea that the principles of justice were regarded. That the Commissioners offered to pay these sums & did pay them under the express understanding, that the claimants should not be precluded & that the Commissioners should subsequently examine & adjudicate upon them. That subsequent to this, one of the commissioners resigned, & upon the appointment of others the claimants again pressed their claims, when a difficulty arose as to the value of the services rendered, upon which the Secretary of War suggested to the Commissioners, a reference of the claims & proofs to respectable Gentlemen of the profession. That the Commissioners acted upon this suggestion, & refered the claims to certain distinguished gentlemen of the profession, who after a patient investigation awarded in favor of the

REPRODUCED AT THE NATIONAL ARCHIVES

claimants. That upon this award being made, the Commissioners referred the whole matter to the Secretary of War & shortly afterwards the commission was dissolved. That the claimants then applyed to the Secretary of War who declined further action on the ground of that the Government had no power to act further in the premises.

Upon examination your Committee find a small balance of the sum of $64,000, appropriated by the Treaty unexpended & undisposed of.

From the facts presented to the Committee by the documents, (a brief summary of which is above given) while they are fully impressed with the entire justice of these claims - yet forasmuch as the subject involves many points, which on account of the advanced stage of the session they have forborne to bring to the consideration of the House, leaving the subject involved in these points to the future action of Congress - But with the view, to award justice as far as it can be done under present circumstances to the claimants, & fully believing from all the facts that the small unexpended balance of the appropriation heretofore made under the Treaty is due the claimants beyond all dispute, & without in any wise precluding the claimants thereby. The committee recommend that this balance thus remaining unexpended, & appropriated to this class of claims be paid to the claimants according to the Treaty and to that end they respectfully submit the following bill

REPRODUCED AT THE NATIONAL ARCHIVES

I have examined with some particularity the scale of charges submitted to Col. Cuthbert by Messrs Underwood, Rockwell and Hansell for their services as attorneys for the Cherokee Nation in their late difficulties, I have also looked over the remarks of the several gentlemen who have examined the same before me and am of opinion.

That the average of charges is lower than would be charged by gentlemen of the same high professional standing for similar services in the middle counties of Georgia — I think the charges reasonable.

That contingency or uncertainty of payment does authorize and justify higher charges for services of any kind than where payment is certain — this principle is in itself so manifest that it needs no opinion from any quarter to sustain it — I think an increase of twenty five per cent would be well authorised for this reason alone

That any odium, however unjust, connected with the services rendered — sundering of residence and expenses incurred go strongly in support of the justness and moderateness of the charges made — I say again that I think the charges not only reasonable but, taken in connexion with the circumstances under which they were rendered, very moderate.

April 22, 1837.

[illegible]
[illegible]

I have also examined the scale of charges submitted to Col. Cuthbert & Judge [illegible] — The average of charges in many cases conform to the rates I have adopted for my charges — sometimes my fees are higher sometimes less, depending on the amount involved, the circumstances & the character of the client. I [illegible] the [illegible] of the State operates in the Middle Counties. The Cherokee Counsel (as they are called) deserve for similar cases very liberal fees [illegible] dangers — long absence from home — leaving their own

REPRODUCED AT THE NATIONAL ARCHIVES

Courts, or circuits, but is a great measure altogether a proposition [illegible]
[illegible] and [illegible] to [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] to [illegible] the mind, that the fees should be higher [illegible]
[illegible], which they should charge in the ordinary course of practice —
— the fees charged in the description of cases presented [illegible] [illegible]
by the value of property involved — it is sufficient to [illegible] the [illegible] [illegible]
the cases the professional Gentlemen, who have regulated the fees in this
Cherokee Circuit for the Cherokee Council, are the best Judges of the
[illegible] [illegible] for their practice in that Circuit —

Wm. D. Dawson
28 April 1837

16.

Wm. D. King
to
Wm. D. Dawson
Opinion
[dated Apr. 28, 1837 —
with enclosure of Jan. 30, 1838]

[illegible]

Correspondence to that effect he stated it was a delicate thing, that if he did so Ross might again memorialize Congress and his letter might be called for and the Senate would abuse him for so stating as they would object to the Correspondence after he was out of office and said the Correspondence would take our statement of his opinion and that we were authorised to state them. he however said he would write a few lines to Gov. Lumpkin which he intended [illegible].

On presenting the letter to [illegible] one of us (the Ridge) remarked that I should be glad you would have written in the letter that we ought to be promptly and honorably paid. he replied I have mentioned no [illegible] Gov. Lumpkin will draw the inference and [illegible] and my own said you are authorised to state our Conversation — and respectfully the Correspondence will take your statements that he was [illegible]

He further remarked that John Ross was a Citizen of the United States from the time he became a Reservee if his certificate should be entitled to no weight — that he had taken nothing under the treaty [illegible] to be regarded as having nothing to do [illegible] The above is the substance and as near the [illegible] as we can recollect.

William H. Underwood

J. Rockwell

I do hereby certify that I was a practicing attorney [in] the Western circuit of Georgia and also in the Cherokee Counties [at] the time of the commencement of the Cherokee Controversy w[ith] Georgia; and continued so until the end of that Controversy - [I] know that Wm. H. Underwood was the attorney employed to attend to all the Cherokee business in said State that for many years he has been assiduously and almost constantly engaged in their business, which has been arduous the cases being numerous in which they were engaged many of them important intricate and difficult, I also know that prior to his engagement for the Cherokees he had a large practice in all the Courts in the Counties he attended which was greatly diminished in consequence of his attention to the Cherokee business, as I have no doubt from what I know of the Standing of the said William H Underwood that he would have been engaged in almost every case for the opposite side where the Indians were concerned had it not been prevented by his engagement for the Cherokees, I therefore consider from all I know of the subject that a sum less than twenty five thousand dollars — would not be adequate compensation for his services and nor do I believe that sum would — compensate for all the services rendered by him for the Cherokees at the ordinary price of fees in the Circuits in which the cases arose -

Henry Lightfoot Sims

REPRODUCED AT THE NATIONAL ARCHIVES

Copy.

Milledgeville Ga. Dec. 10. 1838.

Gent.

The Undersigned, in compliance with your request, in the submission of the matters of accounts in behalf of Messrs. Hansell, Rockwell & Underwood against the Cherokee Nation for professional Services rendered as counsel for the Indians, have the honour to report, that after a careful Examination of the several items of charges in the accounts submitted — and a comparison with charges by professional gentlemen in the middle Section of Georgia, and due consideration thereon, they are, unanimously, of opinion that Mr Hansell should receive the sum of $24.588 — Mr Rockwell should receive the sum of $22.920, and Mr Underwood the sum of $28.692, subject however, to be diminished by the sums heretofore paid to them respectively.

(signed) Nathaniel C. Sayre
Edwd. Tracey
Hiram Warner for E Tracey +
Washington Poe
Henry G. Lamar

+ I have signed the name of Judge Warner by his particular request, as he was compelled to leave town before the award was written out. Edwd Tracey

To James Liddell and
Thos W Wilson. Esqrs.
Commrs. U States

A true Copy - attest
Wm C. Mullay
Secy to Commrs.

War Department,
Office Indian Affairs,
July 21. 1838.

Gentlemen:

Several communications have been received at this Department, on the subject of the decisions, made by you, on the accounts, presented by Messrs. Rockwell, Hansell and Underwood, for legal Services rendered by them to the Cherokee Nation. It is not designed to interfere directly with your proceedings, as by the treaty your action on these and other Claims is to be final. But I am instructed by the Secretary of War, who has looked into the cases of these gentlemen, to suggest to you the expediency of Submitting their accounts to disinterested, practical members of the profession, giving the Claimants an opportunity to present to them statements of the circumstances, and with the information you may thus derive respecting the usual rates of Charges for

similar

similar services, reviewing your decisions.

Very Respectfully
Your Mo. Obt. Servt.
C. A. Harris
Comm

Messrs. J. Kennedy,
T. N. Wilson &
J. Liddell
Calhoun
Tennessee.

1.

The Select Committee to whom was referred, the claims of Sundry Lawyers and accompanying papers, by your Honorable Body beg leave to report.

The claims of the lawyers, submitted to you, by the Commissioners embraces the legal counsel of the Nation who operated in the chartered limits of Georgia, & at the Supreme Court of the U. States, Washington City, with the exception of G. M. [illegible]. Upon these Lawyers devolved labors, trials & responsibilities far superior in every respect, to those who acted in Ala. & N. C. upon whose services your honorable Body has passed its judgment in regard to their services.

The Counsel to which we refer, we have every reason to believe will be satisfied with your award.

On the present claims under consideration, it is our duty to do equal Justice. Our Nation promised it, & we are in ~~honor~~ bound ~~to~~ to perform it And in the performance of this duty there are no ambiguities to obscure our vision, no ~~shead~~ shadow of words to darken our counsels.

What we know, we know as well as others to the extent of our capacity to comprehend our own national acts as expressed in the treaty. It is true, the treaty may be sus-

capable of ambiguities and ungrammatical sentences. If so, it is not our fault, but that of the U. States who presumed to write in a manner not as clear as it ought to be. The views, conversations, [illegible] and opinions of Mr. Schermerhorn [illegible] entirely gratuitous, and the arguments of Mr. Attorney General is founded upon it.

~~[illegible]~~ The arguments of the claimants are based upon the principle of interest, and he is a fool who cannot speak a good word for himself. This is not said to derogate from the just claims of these Lawyers. But their Ship is loaded with freight, all of which cannot be admitted into port, and it has sailed far & wide on strange oceans, without rudder & compass. And the crew have not harmoniously navigated together. We as the representatives of the Nation who sold this once dear Heritage, a Domain, which we yielded by force of circumstances possess the rudder & the compass. We have the right to say what the compensation of the Lawyers shall be.

This right the Committee derives from a Contract made by their Nation with the U. States in article 11th after appointing the Committee, the treaty says; "and they be hereby fully empowered and authorised to transact

all business on the part of the Indians, which may arise in carrying into effect the provisions of this treaty, and settling the same with the U. States." Now this means a great deal. If it has no meaning, then the treaty has none, and is but trash. All business on the part of the Indians. Upon whose business were these lawyers employed? And whose business was it to see them paid? The Indians certainly.

Every article is designed to have a peculiar and an independent meaning where it expresses a limitation of funds to pay for ~~spec~~ specific objects. You cannot without force run into other funds to suit claimants.

When the U.S. and your Nation in article 10th said, "The U.S. ~~will~~ also agree ~~to~~ and stipulate to pay the just debts and claims against the Cherokee Nation, held by citizens of the same, and also the just claims of the citizens of the U.S. for services rendered to the Nation, and the sum of sixty thousand dollars is appropriated for this purpose;" we ~~meant~~ understood that both the Indians, citizens of the Nation, and citizens of the U.S. who had rendered services to the Nation should be paid out of the sixty thousand dollars. This is all we appropriated out of the price of our Country for this object. That is

4

claims of citizens of the Nation against the Nation, & of Lawyers for services rendered to it. Justice is a term often explained agreeable to the biases of those who apply for it, or dispense it. In this case we occupy a ground upon which the imprint of our footsteps will discover whether we have walked in the right manner, not only towards ~~them~~ our Lawyers, but towards our own people. They are equally entitled to be paid out of the fund under consideration.

We trust that we shall satisfy the disinterested portion of the world, that we have honorably acquitted ourselves in this matter.

The papers connected with the claims referred to us for investigation are numerous, to which we have devoted a careful examination. They are composed of the following claimants & their charges as annexed.

Thos. A. Latham	$ 350
G. M. Churchill	1100
Robert Mitchel	1475
William Wirt	20.000
Henry L. Sims	6675
Edward Harden	8000

* 5.

How are they then to be satisfied. By graduating down their charges to a proportionate scale? This will not do, because he that can make the biggest charge would have the advantage. We conceive of no rule by which these claims can be paid, but the one contemplated by the parties when these Lawyers were engaged, We know they were not hired by the year, the Job, or for each case to be paid according to the customary fees. We think that it is not so, because of the silence of the parties on this point. If each case had to be charged & paid for it is probable that to each Lawyer would have been assigned a certain district of Country in which to perform and render service to the Nation. From John Ross Ex Chief of the Nation conclusive evidence could be obtained but he feels so disgracious to the power that has deposed him & to the Lawyers interested we can't expect any light from that source.

In the examination of these papers, from Judge Adair's testimony which is herewith submitted, and the general understanding of the people of the Nation these Lawyers were employed to render

under service, for which they, each one of them were to receive compensation according to the good sense of Justice and discretion of the Nation. If any other method is adopted the rights of our Nation will be violated for that was the contract. To prove this Jno. Ross letters to some of the Lawyers are in evidence.

Your Committee have then adopted this rule, & have impartially awarded to the compensation to each Lawyer, the amount annexed opposite to their names. This award is made to only those whose National employments are proved, & of which the Committee have no doubt, & in proportion to the services each one has rendered to our Nation. Judge Underwood is allowed more than others because he was the first to defend us and has been in the service of the Nation Seven years. The sums previously allowed to the Lawyers which now follow are not to be deducted. They are

Judge Wm. H Underwood	$ 2.200
Wld [illegible] we suppose	— 2000
Samuel Rockwell	1000
Wm. T. Hansel	1000
Edward Harden	$500
Baron & Irwin —	200
	$6.900

Augusta July 19th 1837

Dear Col/

I have examined the scale of charges established by Genl. Eggard and others of the Cherokee Circuit, by which you and your associate counsel for the Cherokee nation propose to be guided in establishing your claim before the Commissioners under the Treaty. My practice at all times having been principally confined to a single city, and long since discontinued altogether, I cannot say whether the rates refered to, are such as are now usual with the profession. I have however such high confidence in the gentlemen, who have furnished this scale and in those by whom their opinions seem well sustained, that I should not feel justified in any capacity, in resisting the evidence they furnish. In truth when we consider your professional standing at home, - the dangerous and disagreeable service you engaged in, as well as its odious character with many of [illegible]

– the many sacrifices you necessarily subjected to; – and this with the great uncertainty of ever being compensated at all: – I do not think it likely that you will overcharge, or be overpaid, from an appropriation so limited as that made for the purpose in the treaty.

Col. Saml Rockwell

yr. friend truly

Jno. P. King

Jno. P. King

Petition (1)

of Saml Rockwell: Wm Hardell & Wm H Underwood, asking of Congress the Payment of certain Claims against the Cherokee Indians as a Tribe, assumed by the Genl Govt under the late Treaty –

March 16 1840
Refd to the Committee of Claims –

[illegible]
Refd to Commee of Claims

Claims

Jan. 18. 1842
Refd to Commee of Claims

May 20 1842
Report vs. [illegible] [illegible] & print –

Dawson – 190 Claims

Documents to be invoked from the War Department - in support of the claims of S Rockwell & others -,

1 Letters of Mr Schermerhorn, one to the Commissioner of 1.1853 [illegible] Claims - one to the War department - & one to C S Mc Donald esqr -

2 Letter of Secretary of War suggesting the reference to the commissioners & one to C S Mc Donald esqr stating the reference -

3 The entry of the Commissioners of Claims on the Report of the Committee of Indians - wherein they reserve the right to examine the case thereafter

4 The subsequent action of the Comrs & opinion -

5 The last action of the Commissioners when the whole matter was referred to the Secretary of War

6 The appointment of the referees in Georgia

7 The report of the referees in Georgia -

8 The letter of S Rockwell & Wm Hamilton to Mr Liddle one of the Commissioners - in Nov 1837.

9 His answer to that letter shewing that the action of the Commissioners was never designed to be final -

10 The Protest of S Rockwell 8th July 1837 against the award of the committee of Indians -

11 Memorial of the claimants to the Secretary of War in 1838.

12 The Book of disbursements of the commissioners showing the disposition of the 60,000 under [illegible] to the Treaty

Washington City 2nd July 1838

Honble Joel R. Poinsett
Secy at War
Sir

In February last the memorial of Lutherkanlen, W. G. Hassle & Wm H. Underwood Esquires was presented to you, praying instructions to the commissioners on claims under the Cherokee treaty to allow their accounts for professional services rendered the Cherokee tribe of Indians in their various national & individual controversies, with the citizens of the State of Georgia & also for their aid in negotiating the treaty with that people — This memorial was referred to Mr Harris the commissioner on Indian affairs, who reported on it, & whose report was adopted by you — In pursuance of that report the whole matter was referred back to the same commission from whose imperfect and incomplete action the appeal was made by those petitioners to your Department — In the report above alluded to, the Commissioner says, this

language "The interposition of the Department might be proper in cases in which it should be satisfactorily shewn that the Commissioners neglected or refused to receive claims & testimony without just grounds or in which fraud or corruption was alledged" - From this language it is plainly to be inferred ~~that it~~ is the intention of the Department to secure justice to claimants who fail to obtain it at the hands of the Commissioners - In the case under consideration I would most respectfully ask if the Commissioners disregarded, without conflicting proof the unimpeached evidence of ~~testimony of five or six fair~~ gentlemen of high character, ~~without counter-vailing proof~~, is it not as fatal to the rights of the party as though they had "neglected or refused to receive claims & testimony without just grounds"? Is it not in fact refusing to receive testimony? For, to hear evidence & then disregard it is worse than to reject a claim without hearing the ~~evidence~~ ~~[illegible]~~ witnesses - especially if the testimony proceeds from a source entitled to credit - The refusal of this claim having been sent back to the Commissioners, the memorial & evidence was again submitted to them, & two of the three believe themselves to be concluded

by the former action of the Commissioners -

The other Commissioner thinks that ~~the former action of the Commissioner~~ only insists no bar to ~~a further examination of their accounts~~, the majority however controlling they have refused to review the claim

In this state of things these gentlemen will be constrained either to acquiesce in the great injustice which will be done them by this decision or again appeal to the Department over which ~~you preside~~ ~~for the~~ justice of the liquidation of their claims -

You will permit me to suggest, that from the letter of Mr Schoolcraft, the authorized agent of the Government for negotiating the treaty, the Claimants have acquired a right to have their accounts settled upon ~~having those~~ being ~~either~~ in the manner prescribed by that gentleman ~~in his letter to the commissioners~~ - The accounts have been exhibited and the proof made by that Gentleman in negotiating the treaty ~~that~~ the authority to command the services of these Claimants in the manner indicated by him is not an obligation incurred by the Government to preserve good faith in this matter? in this aspect, the accounts

present themselves ~~in this respect~~, in the attitude of a demand upon the Government as well as a claim upon the ~~Indians~~ ~~for~~ in the former character for aid afforded in negotiating the treaty - in the latter for professional services ~~actually~~ rendered - If admissible and there is any doubt on your mind, in regard to the propriety of at once adjusting this matter I would ask to be permitted in behalf of these gentlemen to present my views more at large on the whole subject.

Very respectfully Yr obdt Servt

Charles J. McDonald

as per Cly

I therefore ask your attention to this subject again hoping that the Department will take such measures as will ensure a final settlement of these accounts

(No 4) Copy of a Letter to the Hon Joel R. Poinsett

(Copy)

Milledgeville 18th Novr 1839

Col S. Rockwell &
Maj^r Wm Y. Hansell

Gentlemen.

Your note of yesterday making certain enquiries in relation to your claims recently before the Commissioners under the late Cherokee Treaty, and desiring me to address a letter to the Hon Secy of War On the subject has been received.

As the Commission with which I was connected, and to whom your Claims with others of a similar Character were according to the provisions of the Treaty submitted is now closed, I would beg to be excused for declining to address a letter to the Hon Secty of war On the subject, but feel no delicacy in answering the several enquiries propounded by you, which you are at liberty to use as you may deem proper.

Your first enquiry then is, Whether at the time of the reference the action of the Commissioners was regarded and final and conclusive - In answer to this enquiry, I can state, that the majority of the Commissioners did not so regard it, and the review of the previous action of the Commissioners distinctly left the subject open for future examination & decision.

To the second enquiry which relates to the reference of those Claims to the Hon Secy of War. I can state, that One of the Commissioners being adverse to acting upon the subject at all and insisting that the previous action of the Board should be considered final - And the Other two commissioners not being able to agree upon the award of the referees, together with the small amount of funds remaining unexhausted, and which alone in the opinion of the Commissioners were applicable to the payment of this Class of Claims, induced the two last Commissioners to refer the whole subject to the Secy of War for his examination and final disposition -

The Commissioners were aware that this disposition of the subject was not in exact Accordance with the ~~previous~~ provisions

of the treaty or the duty of the Commissioners under it–
But as a majority of the Commissioners could not agree upon the amount which should be allowed the Claimants, and indeed the great aversion of some of them to examine the documents over again in relation to these Claims, when the Commission was drawing to a close, it was deemed expedient to make the reference alluded to.

Your third enquiry is in relation to the Character of the referees appointed by the Commissioners – Those gentlemen are so well known, that it is scarcely necessary for me to say that they are not only distinguished for their legal attainments and extensive practice at the Georgia Bar, but are equally distinguished as gentlemen of integrity.

Your last enquiry is answered in my preliminary remarks.

With the highest esteem & consideration
I am Gentlemen
Your Obt Servt.
James Liddell.

(Copy)

Milledgeville 17th November 1839.

Col James Liddell

Dr Sir.

Availing ourselves of the opportunity afforded by your visit to this place, ~~who~~ we respectfully beg leave to request of you the favour of a letter to the Secretary of War, on the subject of our claims recently before the Commissioners of Claims under the Cherokee treaty - Your position as one of the Board of Commissioners, renders you eminently qualified to furnish what we desire, for the information of the Government.

May we ask the favour of you to write in reference to the following particulars.

First, as to the Object of referring the Claims to Auditors to liquidate the amounts of the accounts, and whether at the time of the reference the action of the Commissioners was regarded as final and conclusive - Secondly; As to the Object of referring the Claims, after receiving the award of the referees to the Hon Secretary of War by the Commissioners was it not designed that the final disposition of the Claims should be made by him -

3rdly - As to the Characters of the Auditors appointed by the Commission

4thly And whether the Commission is not now considered as closed - And any other matter that may be regarded by you as material touching the Case.

We are
very respectfully
Yr. Obt Servts.
S. Rockwell
Wm Y. Hansell

Milledgeville 17th November 1839.

Col. James Liddell.

Dr. Sir:

Availing ourselves of the opportunity afforded by your visit to this place, we respectfully beg leave to request of you the favour of a letter to the Secretary of War, on the subject of our claims recently before the Commissioners of Claims under the Cherokee Treaty. — Your position as one of the Board of commissioners, renders you eminently qualified to furnish what we desire, for the information of the Government.

May we ask the favour of you to write in reference to the following particulars.

First, as to the object of refering the Claims to ~~referees or~~ Auditors to liquidate the amounts of the accounts — and whether at the time of the reference, the action of the commissioners was regarded as final and conclusive — Secondly, As to the object of refering the claims, after receiving the award of the referees to the Hon. Secretary at War by the Commissioners — Was it not designed that the final disposition of the claims should be made by him. —

3rd As to the characters of the Auditors appointed by the Commissioners

4th And whether the Commission is not now considered as closed — and any other matter that may be regarded by you as material touching the case.

We are

Very respectfully

Yr. Obt. Servts.

S. Rockwell

Wm. Y. Hansell

War Department.
March 29th. 1840.

Sir,

I have the honor to transmit herewith the report of the Commissioner of Indian Affairs, together with the documents enumerated in the Schedule inclosed in your letter of the 20th. Inst, relating to the claim of S Rockwell & others.

Very respectfully
Your mo. obed. St.
J. R. Poinsett

Hon. W. C. Dawson,
Committee on Claims
House of Represent.s

War Department.
Office Indian Affairs.
March 26. 1840.

Sir,

I have the honor to enclose herewith copies of some of the papers, noted in the schedule enclosed in the Hon. Mr Dawson's letter of the 20th instant, and the originals of the remainder, for transmission to the Committee on Claims of the House of Representatives, in compliance with his request.

Very respectfully
Your obt. Svt.

T. Hartley Crawford

Hon. J. R. Poinsett,
Secretary of War.

War Department
Office Ind. Affairs.
July 23rd 1838.

Sir,

Your letter of the 2d. inst. to the Secretary of War, respecting the claim of Messrs. Hansell, Rockwell and Underwood for professional services rendered the Cherokee nation, has been referred to this office. The enclosed copy of a letter of the 21. inst. to the Commissioners will inform you of the views of the Department on the subject.

Very respectfully
your obt. Servant.
C. A. Harris.

C. J. McDonald Esq.
Now in Washington.

P.S. I also enclose the copy of a letter from the Rev. Mr. Schermerhorn, of the 4th inst. in reference to the claim above referred to.
C. A. H.

(31)

Extract from the Commrs.
Books, showing the payments
out of the $ 60.000 Fund,

No 12 —

(Copy.)

Claims of Citizens of the United States for Services rendered the Nation.

1837.						
February	6	Spencer Jarnagan	$ 4.000	-	paid	134
May	23	Felix Axley.	$ 1.000	-	paid	867
July	10	Albon Chase.	$ 23	25	paid	1599.
July	8	William H. Underwood.	$ 11.000	-	paid	1574
July	8.	Thomas G. Barron	$ 3.000	-	paid	1575.
July	8.	David Irvin.	$ 3.000	-	paid	1576.
July	8.	Samuel Rockwell	$ 5.000	-	paid	1577
July.	8	William Y. Hansell.	$ 5.000	-	paid	1578.
March	15	*John Ridge Prest. Cherokee Committee	$ 4.332	25	paid	192
"	15	*John Ridge Prest. Cher. Committee	$ 832	52	paid	193
"	16	*Elias Boudinot	$ 32	-	paid	194
July	8	Henry L. Sims	$ 1.000	-	paid	1579
July	8	Edward Harden	$ 3.000	-	paid	1580
July	10	William Roane	$ 1500	-	paid	1587
Sept.	4	Elizabeth W. Wirt Executrix of William Wirt deceased.	$ 5.000		paid	1637

REPRODUCED AT THE NATIONAL ARCHIVES

Claims of Citizens continued

1837. Sept	6	Walter Adair & Joseph M Lynch, to reimburse them monies paid William Daniel for services rendered the Nation	$ 975	..	paid	1698.
Sept.	18	Silas Parsons	$ 1000	..	paid	2113
October	12	Thomas A. Latham	$ 300	..	paid	2813
		* John Smith Cherokee Delegate west	$ 750	..	paid	cert. 2500
		* One certificate issued to James Starr, under a power of Attorney from these two Cherokees, per decision of the Commissioners.				
		* James Rogers Cherokee Delegate west	$ 750	..	paid	2500
oct	19	James W. McClung	$ 1600	..	paid	2961
Novemb.	10	* John A. Bell Prest. Chr. Comtee	$ 1.080	..	paid	3101.
1837. Dec.	26	John Lowry	$ 1.000	..	paid	3293
1838. Feby	16	I. N. Hetzel, M. D. (for services rendered to the Nation as Physician) recommended by the Cherokee Committee, and allowed by the Commissioners	$ 744	..	paid	3605.

REPRODUCED AT THE NATIONAL ARCHIVES

1838. June	19	Edward Hardin	$ 2.000	-	paid	5043.
July	26	Reuben Chapman,	$ 1.200	-	paid	6129.
Sept.	21	Henry L. Sims	$ 300	-		7494.

* These six claims not belonging to "citizens of the United States" are not payable out of the $ 60.000 fund. - The amount of allowances chargeable to this fund is $ 51.642.[25]

3

5.

REPRODUCED AT THE NATIONAL ARCHIVES

Hon. G. C. Washington & J. T. Mason
Comrs for Cherokee Claims
Present

W. H. Underwood
W. Y. Hansell
S. Rockwell
Mr. Kendall's argt.

REPRODUCED AT THE NATIONAL ARCHIVES

Washington October 14th 1844

Hon. G. C. Washington & J. T. Mason, Comm.rs &c.

Gentlemen, I have the honor to hand you herewith the letter of the Hon. Alex Randall acknowledging payment of the draft of $10.000 in favor of Wm Wirt supposed by you to constitute a proper charge upon the fund provided for paying debts of the Cherokee Nation to citizens of the United States.

I have informed him that I should at his request present the claim for interest but could not, consistently with existing engagements, advocate its allowance. Nor shall I make an argument against it further than to suggest the points which seem to make it an improper charge on this fund.

1. It has never yet been decided by the tribunal constituted by the Treaty of 1835 to decide on all claims arising under that Treaty whether the original claim was a debt of the Cherokee Nation chargeable to this fund or not. Ross and his associates were not recognized by the United States as a government until after the emigration, and the only representatives of the Nation authorized to transact business under the Treaty of 1835, was the Indian Committee. That body allowed Mr Wirt only $5.000. Even their allowance was not conclusive until sanctioned by the Commissioners. Ross had no power to take even an initiatory step under the Treaty, and his act in drawing a draft could be of no avail otherwise than as testimony in favor of the claim, and as such was of less weight than that of the Georgia Attornies in favor of

REPRODUCED AT THE NATIONAL ARCHIVES

Messrs Hansell &c. because his act was spontaneous while they were designated and called on for their opinions by the Commissioners themselves.

2. The principle is well settled in the accounting offices of the government that direct authority to settle and pay a claim against the United States, does not in any case authorize the allowance of interest unless expressly so directed. The same principle, it is presumed, is applicable to the debts of the Cherokee Nation.

3. This interest, if it be a debt of the Nation is a debt which originated since the Treaty of 1835 was formed, and of course is not one of those provided for in the Treaty. The & presume must be fatal to the claim.

But if the sanction of Ross, totally unauthorized and unrecognized as he was, is to be considered, without the sanction of the Commissioners, such a liquidation of the debt as to put it upon interest and make the interest a proper charge on this fund, then we must insist that the award of the Georgia Attornies was a liquidation of the claims of our principals which put them upon interest also, of which we ask the allowance.

The Board will perceive that no less than $15.000 have been paid for the legal services of Mr Wirt rendered to the Cherokee Nation. We believe those services consisted in arguing one or two cases in the Supreme Court in the ordinary routine of professional duty. We hazard nothing in saying, that the services of our principals by any fair computation, were worth more than ten times as much as Mr Wirts. He was not interrupted in his ordinary practice; their ordinary practice was broken up altogether and two of

for about three years and one much longer, were occupied in defending the Cherokees. Hee was at home amidst ease and luxury, they were separated from their families, climbing mountains and swimming torrents and enduring manifold privations in a savage country. Yet two of them have received but $6600 each, only two fifths of the payment to Mr Wirt, and the third but $13.626. Most happy would they be if the same measure of justice were meted out to them which has been awarded to Mr Wirt, to say nothing of the important assistance given by them to the negotiation of the Treaty of 1835.

On the assurance of both members of the Board and having at their request apportioned the fund on hand preparatory to reducing their decision to form, I thought myself at liberty to inform Mr Hansell and Mr Underwood that decrees would be immediately given in favor of the claimants for the sums specified. My first impulse on being informed of this unexpected difficulty was to apprize them of it, but finding on the same day that Mr Wirt's claim has been paid, and believing that there is nothing else which can affect the first conclusions of the Board, I have made them no further communication on the subject.

With high consideration
Your Obt Servt.

Amos Kendall for
A & J. E. Kendall

P. S. I have been permitted to inspect the papers in the Indian Office to be communicated to your Board. As I supposed, they do not in the least affect the merits of the case; but if the Board desire any further argument

in favor of the claims, I ask their attention to some of the papers to which they will find attached the names of Messrs. Habersham, Colquitt, Cooper, and others of the Georgia delegation in Congress.

The papers also fully show the course adopted in relation to Mr. Mott's claim and that the Department considered the Cherokee Commissioners the only tribunal competent to liquidate claims of that description. If the interest claimed therefore be a debt of the Cherokee Nation it is not a debt chargeable to the $64.000 fund but to the same fund out of which the draft was paid, viz. the annuities.

My attention was also called to a report by a Committee of the House of Representatives against the petition of our principals to which I understood reference would be made in the report of the Indian Office. You will see, however, that it is not a report against the claims upon *their merits*, but opposes relief because the claims are *Cherokee debts* and *not debts of the United States*. The principle of that report affords the strongest of reasons why your Board should grant all the relief in their power, as the parties, if that principle be sound, *have no remedy but at your hands*; and all they can ever expect, is the small portion of the $64.000 which remains unexpended.

Annapolis 9 Oct. 1844

To Messrs. A. B. E. Kendall

Sir

In reply to your favor of the 5th instant I take pleasure to inform you that I did receive for Mrs. Elizabeth W. Wirt the Executrix of William Wirt about September 1841 a Check for ten thousand dollars in part payment of the Draft of the Cherokee nation in favor of Wm. Wirt for legal Services rendered by him to that nation and for which I gave the required acquittances -
I say in part payment because I urged the payment of the interest of this draft and united the Principal Sum & interest and proposed this credit on both, as the law provides in such cases. This was then declined by those controlling the matter but I was informed that hereafter this Claim for interest might be allowed when the nation adjusted its claims upon the Government of the U. States - I should be pleased therefore to be informed if this Claim now is before the Board and if this interest will now be allowed - Mrs. Wirt is now living with me and in her behalf and by her authority I beg leave to present the Claim to the Board —

I need not add that this draft like any other bore interest from its maturity as that of course is known to you; but it may be well to state that these Services were rendered long before the draft was given & that I understood that all the other Counsel acting under Mr. Wirt as the leading Counsel in the Cause were paid much larger Sums of money than this and at earlier dates.

John Ross Esqr. the Chief spoke very favorably of this Claim and stated that he and the nation were so grateful for the valuable Services of their deceased Counsel that any such allowance as could be made in the premises should

be attended to by them when they adjusted their Claims with the United States - I have heard nothing of it since

The only other facts now occurring to me which it may be important to add are - that I think William Wirt the son of the deceased (now practising Medicine in the City of Baltimore) obtained the Draft from the nation after the death of his Father - and that the money was paid to me by a Government Draft in my favor for the $10,000 on the Bank of North America, New York City, which I immediately endorsed over to the Credit of Wm W. in that Bank -

Respectfully I am
Your Mo. St.
A. Randall

A Bill

For the relief of Samuel Rockwell, William G. Howell & William H. Underwood.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby authorized and required to pay to Samuel Rockwell, William G. Howell & William H. Underwood or their representatives whatever amount of money may remain unapplied & unexpended of the sum of sixty thousand dollars appropriated for the payment of debts & claims held by citizens of the United States, by the tenth article of the treaty between the United States and the Cherokee Indians, ratified on the twenty third day of May one thousand eight hundred and thirty six.

REPRODUCED AT THE NATIONAL ARCHIVES

This article of agreement made this third day of November 1843 between Wm. Y Hansell of the State of Georgia of the one part and Amos Kendall and John E Kendall of the City of Washington of the other part witnesseth, That whereas the said Hansell William. H. Underwood and the heirs and representatives of Samuel Rockwell deceased, have claims against the Cherokee nation East of the Mississippi which the United States are bound to pay under the Treaty of New Echota concluded on the twenty ninth day of December 1835, and said claims are now before the Board of Commissioners appointed in pursuance of the 17th Article of said Treaty to examine and adjudicate upon all claims of the discription aforesaid. Now the said A & J E Kendall agree on their part to prosecute said claims before the Board aforesaid using all proper means to obtain a favorable award, and also, if need be, to use like means to procure an appropriation from Congress to pay such awards; and the said Hansell in consideration thereof, stipulates and agrees that the certificates for one tenth part of the amount which may be allowed on said claims shall be issued by said Board of Commissioners in the name of and for the benefit of the said A & J E Kendall, and this article of agreement, to the said A & J. E. Kendall shall be considered an assignment to ~~them~~ of one tenth part of the aggregate claims aforesaid or of so much thereof, as may be allowed, in full compensation for the services to be by them in this respect rendered, to be deducted from the claim of the said Hansell

unless he shall place in their hands of the said A & J E Kendall authority enabling them to receive a prorata proportion from the other claimants

Wm. Y. Hansell

Witness
William Y Kendall

Amos Kendall
John E Kendall

Wm. Y. Hansell
1843

REPRODUCED AT THE NATIONAL ARCHIVES

Col. A. R. S. Hunter

B

Dr Sir

Should a communication arrive at your Post Office directed to my address, and Franked by Mr St Clair Clarke, please take it out and open it. You will find it to contain a copy of a letter from C. A. Harris Comr. of Ind. Affairs to the Comrs. dated 21 July 1838 — a copy of a communication from the Comrs to the referees, and a copy of the award of the referees on the accounts of Hansell, Rockwell & Underwood. — Please mark the papers, in the order above stated, A. B. & C. and hand them to the Secretary of the Comrs with a request that he file them with my application as Exhibits.

Please write me, in time for your letter to reach Cassville by the 17th of August, direct to Cassville and let me know whether there will be a prospect of the Commission remaining here until September next & greatly oblige

yr friend

Wm. J. Hansell

REPRODUCED AT THE NATIONAL ARCHIVES

Office Clk of Repr. U. States
Washington. July 18. 1843

Sir

Herewith I transmit you, at Murphy, Cherokee County, North Carolina, copies of papers as requested in your letter of the 7th of July instant from Milledgeville in Georgia. —

No Charge for copying — the copies were made by Mr Burche, the Chief Clerk of my office, who took pleasure in obliging you. —

I hope they may arrive in time, and safely.

With much respect
Yr. Obt St.

Mattw St. Clair Clarke
Clk. Ho. Reps. U.S.

Wm. Y. Hansell Esqr.

REPRODUCED AT THE NATIONAL ARCHIVES

Georgia }
Cobb County } Before me Benson Roberts an acting Justice of the Inferior Court of said County, personally came Andrew J. Hansell who being duly sworn deposeth and saith – That as the agent and attorney in fact of William Y. Hansell and Samuel Rockwell Esqrs. he, in company with William H. Underwood Esq. the other claimant, presented to the United States Commissioners for the settlement of claims, under the Treaty with the Cherokees & United States, of 1835–6, the award of the Referees, Messrs. N. C. Sayre, Henry G. Lamar et al, who investigated said claimants demands, and that as the agent and attorney as aforesaid, he deponent, & the said William H. Underwood urged the payment of the several sums awarded by said Referees, for several days – and further saith that in a few days after said award was made in December Eighteen Hundred and thirty eight (1838) he rode rapidly through the most inclement weather to Athens, Tennessee where said Commissioners were in session, & lost no time in laying said award before said Commissioners for their action –

Sworn to and subscribed before me, this 1st August 1840 –
Benson Roberts J.I.C

Andw J. Hansell

REPRODUCED AT THE NATIONAL ARCHIVES

Georgia } I Daniel Collins Clerk
Cobb County } of the Inferior Court of said County do hereby certify that Benson Roberts whose name appears to the foregoing affidavit as an attesting witness is and was at the time of his said signature and attestation an acting Justice of the Inferior Court of said County duly commissioned and sworn as such, & that his foregoing signature is genuine. In testimony whereof I have hereunto set my hand, & private seal, there being no seal of Office -
August 1st 1843.

Daniel Collins Clerk

REPRODUCED AT THE NATIONAL ARCHIVES

Milledgeville Geo. 1 June 1843

The Clerk of the House of Representatives
Congress of the United States.

Dr Sir.

Will you have the kindness to inform me whether I can procure copies of papers which are in the Office of the Committee on Claims of the House of Representatives, and to whom shall I apply, by letter, in the recess of Congress, for such copies, and the cost of copies, per copy sheet or otherwise. The papers of which I may wish copies, were referred in 1840, and are before the Com. on Claims.

Your early reply will greatly oblige one whose rights have been long deferred.

I am very respectfully
yr obt Servt

Wm Y. Hansell

Please get Mr Hansell's [illegible]

War Department
Office Indian Affairs
June 10 1843.

Sir.

I have received your letter of the 1st instant. A new Board of Commissioners under Cherokee Treaty of 1835-36, has been organized and left this City about the first of May last to hold their sessions at Murphy North Carolina. The Commissioners have authority to examine and adjudicate all claims over which they have jurisdiction - but their authority does not extend in the opinion of the Department, to the examination of claims which were definitively acted upon by their predecessors. All the Books and papers that were sent to this office by the former Board were delivered to the present Commissioners but they have returned, as I was informed by their Secretary, the papers pertaining to claims decided by the former Commission.

Very Respectfully
Yr. Ob. Servt.

T. Hartley Crawford

William Y. Hansell Esqr.
Milledgeville.
Georgia.

[1839]

O.I.A. Cherokee. W.751.
Messrs. Jos. W. Wilson, & James Liddell. Cher. Comrs.
Athens. 24 Dec. 1838.

Acknowledge the receipt of letter of 9th ultmo. in relation to the claim of the Widow & Heirs of Wm. Wirt, decd., against the Cherokee Nation;

Also, of letter of 21st July, last, in relation to the claim of Messrs. Underwood, Rockwell, & Hansell; both claims are for legal services — —

State the facts in relation to these claims, & submit them, with all the papers, for examination & disposition by this Dept. The latter claim has been referred to a board of Lawyers, whose report is enclosed. Also their own opinions &c &c — The fund $60.000, appropriated under the Treaty, for such claims, is now reduced to $8.025 &

R. C. 14

Return [illegible] by [illegible] says there is no [illegible] both the decisions [illegible] final — & cite opinion of Atty. [illegible]

Recd. 12 Jany. 1839.

Ans. & papers returned
14 Jay. 1839.
[illegible]

Commissioners Office
Athens Tenn.
24 Decr 1838.

Sir

Your letter to us of the 9th Ultimo enclosing a paper which appears to be the proceedings of an organized Council of Cherokees on a claim of the Widow and heirs of William Wirt, decd, for services rendered the Cherokee Nation as Counsellor at law in the Courts of the United States. Wherein it seems, that the Council Authorised John Ross, who in the organization was acknowledged as principal Chief, to draw upon the Government of the United States in favour of Claimants for $10.000 And in pursuance thereof on the same paper appears the draft of John Ross upon Hon J. R. Poinsett, Secry of War, for the Amt allowed by the Council. We have also to acknowledge the receipt of a Communication from Your predecessor, dated 21st July last in relation to the claims of Messrs Underwood, Rockwell & Hansell, for remuneration for similar services, advising us that he had been instructed by the Hon Sec of War to suggest to us the propriety of submitting the accts of those Gentlemen to disinterested practical members of the profession and in reference to their opinion we might revise our decision.

In relation to this last case of Messrs Underwood, Rockwell & Hansell, we have agreeably to the suggestions of the Hon Secy of War, referred their accts to distinguished practical Gentlemen of the profession and have just received their written opinions of the amounts which they believe the claimants are entitled to receive in reference to the usual fees in similar cases customarily allowed and received

in the State of Georgia.

In relation to the Claim of the Widow and heirs of William Wirt, decd. we have to remark that an allowance was once made by this Board to them of Five thousand dollars, and at that time there was a large file of papers in the Office to sustain the Claim. But when Mr Ross returned last spring from Washington City to the Agency, Young Mr. Wirt, one of the claimants, applied to the Board for the file of papers to exhibit them to Mr Ross for the purpose of obtaining as we understood the testimony of Mr. Ross, in relation to the extent of services rendered the Nation by his father Mr Wirt. A very small portion of these papers were ever returned, and none of them had been examined by the majority of the Commissioners who had been appointed subsequent to the adjudication of the claim by the Commissioners, the testimony of Mr Ross was never submitted to us, nor is there any evidence of employment by the Nation now remaining on file.

The fund of $60,000 appropriated and set apart in the Treaty, for the payment of Claims of this description is now reduced to the sum of $ 8.525, a sum not sufficient to pay any of those Claims, and indeed were that fund not exhausted, we have no money in the hands of the disbursing agent that we could apply to that use. We therefore return to you the papers which relate to the Claim of the Widow and heirs of William Wirt together with the opinion of the referees in relation to the claims of Underwood, Rockwell & Hansell requesting that the whole may be laid before the Hon. Sec. of War, for his examination and disposition.

The following are the sums which have heretofore been allowed by this Board to the several Claimants, and which has been received by

them viz W. H. Underwood $11.000 Saml Rockwell $5.000 W. Y. Hansell $5.000 and Wm Wirt $5.000.
It also appears that the following sums have been recd by some of the Claimants from the Cherokee Nation previous to any allowance made by this Board, viz W. H. Underwood $2.200 Saml Rockwell $1.000, Wm Y. Hansell $1.500 and Wm Wirt $2.000.
Making in the whole as recd by W. H. Underwood $13.200 by Saml Rockwell $6.000 by William Y. Hansell $6.000 and by William Wirt $7.000.
It is understood that one of these gentlemen Mr Underwood received a sum amounting to $426 from an Indian Suitor himself.

The views expressed in the foregoing paragraphs on the subject of the final reference of the cases of Messrs Underwood, Rockwell and Hansell to the Secretary of War, was prepared by Comr Liddell for the Board, but Comr Wilson does not altogether concur in them. The latter however, begs to refer the cases to the Hon Sec of War for final decision and disposition for two reasons. 1st from the considerations that he has already acted on these cases and recorded his opinion on the testimony or the testimony in full, and desires to be excused from reviewing that opinion and 2ndly from the want of time to go over the mass of papers in the cases again. The Hon Sec of War being furnished with the proofs in the cases will be amply competent to do justice in the premises to the Government, the Indians and the Claimants, and Comr Wilson therefore respectfully begs leave to be discharged from the further consideration of the subject.

We have the honor to be yr Obt Servts

Hon T. Hartley Crawford
Com Ind. Affairs

Th. W. Wilson
James Liddell
Commissrs.

REPRODUCED AT THE NATIONAL ARCHIVES

Messrs. Wilson & Kennedy's
W.J.51. Opinion,
in the Case of
Messrs. Underwood, Rockwell
& Hansell

March 1838

a decree upon their recommendation and suggestions, they could not properly reserve to themselves the privilege of a Re-investigation, as their decree should be, even though it may not have been final. — In coming to the conclusion which a sense of duty and a conscientious regard for the interests of the Cherokee people, seems to demand, I must be permitted to say that I cannot shut my eyes to the fact that able and distinguished attornies of other States have rendered services equally arduous and important as those performed by the gentlemen who now ask an additional amount of compensation, and whose labors as far as time employed and the number of cases are concerned, were vastly greater, for the one fourth part of the sum awarded and paid heretofore to each and all of the present claimants. The result of all my examination and reflection upon the case, is, that the amount recommended by the Cherokee Committee to be paid to the gentlemen named in the beginning of this paper, was ample, liberal, and sufficient — and that the Committee conducted themselves in the premises with a liberality alike creditable to themselves and their Nation — and that I concur entirely in their Report. All of which is submitted &c

Thos. W. Wilson,
Commissioner

Commissioners office
24 March 1838

I have examined the foregoing opinion of Judge Wilson, & concur therein, as to the additional compensation asked for by Messrs. Underwood, Rockwell & Hansell, and I
2 am convinced, that the commissioners have no power to allow any additional compensation for a by a Letter received from C. A. Harris Esqr. Commissioner of Indian affairs, dated 8th February 1838, which has the following clause, "It is also considered proper, that You should establish a rule not to

REPRODUCED AT THE NATIONAL ARCHIVES

to review any case that has been once decided & and being satisfied as Law, from my Knowledge of the whole facts of this case, that it was intended by the Commissioners in making the allowance they did, (which in my opinion was very liberal,) that it should be final, I am therefore of Opinion that the commissioners have no authority to make the Gentleman any further compensation

John Kennedy
Pres[?] of the Comrs

REPRODUCED AT THE NATIONAL ARCHIVES

Comm^rs Office,
Agency, March 21st 1838

The Case of Messrs Underwood, Rockwell & Harralson, Counsellors and Attorneys for & on behalf of the Cherokee Nation, in the Courts of the State of Georgia.

In this case, it appears by the "Record of Decisions on Claims for services rendered to the Nation by citizens of the United States," kept by the Commrs under the treaty of 1835, that as long ago as the 8th day of July, 1837 various claims were presented by the Gentlemen above named for compensation for advice and legal services ~~in the~~ ~~behalf~~ of the Cherokee Nation, to the above mentioned Commissioners, who, in accordance with both the letter and spirit of their official instructions, referred said claims to the Cherokee Committee, then setting at New Echota, for their opinion of their correctness and as to the propriety of allowing them for the amounts asked. The Committee were placed in ~~full~~ possession of all the written proofs, and the claimants themselves, (or one of them at ~~the~~ least,) was on the ground to explain and make clear any matter that might be doubtful in the premises. And it also appears from the Records and Proofs, all of which I have carefully examined and considered, that "the said Committee did report favorably upon the claims of the aforementioned gentlemen, and recommended the payment of large amounts to each of them, notwithstanding the fact that many of them had charged high fees for their services as attorneys and counsellors in the same, identical cases. By an examination of the Record of Decisions in cases of the kind in question, it will be noticed that no attorney, however distinguished

for legal attainment and forensic ability, have been allowed and paid for services in any thing like the same proportion of compensation for the same amount of services performed. In one instance, as the Record above alluded to will show, a gentleman of the bar of Tennessee, deservedly eminent for his ability and application in his profession, who had been almost constantly engaged in the service of the Cherokees for the long period of sixteen years, during which time he had attended to a vast number of important and troublesome suits, received but little over a fourth of the amount asked by the present claimant. The amt. claimed by the individual alluded to was but $250 per year, amounting in the aggregate to only $4000 — See Decision of Commrs. in the case of Spencer Jarnigan, Esq.

In the case of the gentlemen now appearing before the Commrs. as claimants, it appears by the Record, that the Commissioners adopted the Report and Recommendation of the Committee, with the reservation of the privilege to themselves of making such further decree in the case at any other period, as a sense of duty and justice might seem to enjoin on them:

2. But I am clearly of opinion that the express instructions recd. by the Commissioners from the Commissioner of Indian Affairs, bearing date 25th July 1836, altogether forbade this reservation to themselves. I quote the language used by the officer just named. "The claims [of citizens U.S. against the Nation] will be submitted to the persons mentioned in the 12th article; if they admit them, no further inquiry will be necessary — If they do not, you will receive their statements, compare them with the proofs adduced by the claimants, and decide upon the matter after a full consideration of all the circumstances."

2. My opinion is, that after the Commissioners had once adopted the opinion of the Committee, and made

REPRODUCED AT THE NATIONAL ARCHIVES

(Copy)

I have examined the foregoing Opinion of Messrs Wilson and Kennedy Commissioners and dissent from their decision, being of opinion that the Committee having manifested in their report on the claims of Messrs Underwood Rockwell & Bansell manifested a disposition highly creditable to them of doing equal and impartial justice to said Claimants; but from the testimony submitted to us by the Claimants and the Committee it appears that although those Claimants appear to have been the only legal attorneys selected by the nation to attend to their interests in the Courts of Georgia, yet as the Committee in their report observe they were not employed by the year, the job, or for each case, to be paid according to the customary fees; but as it would seem from the testimony of Walter S Adair were to receive compensation for the services by them rendered according to the good sense, justice, and discretion of the nation. This discretion however was to be liberally exercised. If then the contract between the parties was to be decided upon in conformity with the testimony it would seem that the only question to determine would be, whether the Committee has allowed a liberal compensation to the Claimants for their services. Of this matter when the two

contracting parties disagree we think we have the right and it is our duty to decide the controversy between them. With a view of ascertaining what would be a liberal compensation we have examined a schedule of cases submitted to us by the claimants in which they had rendered their professional services together with a list of fees considered by them as reasonable for such services. In support of their declaration that those charges are reasonable the claimants have filed the certificates of some of the judges of the superior courts of the State of Georgia and of many of the most distinguished prosecuting attorneys in various circuits in said State some of whom practice exclusively in the circuit in which the greater part of the services in question were rendered. All of whom concur in the opinion that the fees charged are reasonable and if so it would be but liberal that they should be paid. But it is objected by the committee that all the attorneys employed by the nation claim compensation for services in the same case as though each had been exclusively employed to attend to it. This objection I have duly considered and admit that is entitled to much weight in ascertaining what would be a liberal compensation. I have however no testimony before me to show whether or not the whole of them were requested to attend to those cases by the nation or done so by their own voluntary act, or at the request of the claimants. If by the latter

it would seem that a larger deduction should be made from the fees charged; but in either case it would seem that this circumstance should effect the claim of Mr. H. Underwood less than the others he being the first and for some time the only attorney employed by the nation in the courts of Georgia and for aught the testimony declares the nation may have employed the others to assist without the request of said Underwood, or Messrs Rockwell or Hansell who were afterwards employed.

It is deemed but reasonable to admit the right of each of the contracting parties to entertain and express their opinion upon what may be deemed a liberal compensation as intended by the contract under consideration, and when they disagree as they have done in this case that a decision must be made from the testimony adduced. (With all due deference to the opinion of the Committee it would appear from the testimony acknowledging the long, arduous, and faithful services rendered by Mr. H. Underwood and Messrs Rockwell and Hansell and from the numerous cases to which they attended, a list of which is filed, and not controverted by the Committee and the numerous certificates of the reasonableness of the charges made for services, that the amount awarded by the Committee may fall short of a liberal allowance.)

With this view of the case it is my opinion

that the further sum of four thousand dollars should be allowed the said Wm H Underwood as full compensation for all services rendered by him to the Cherokee Nation as attorney or Counsel and that the further sum of One thousand each be allowed to Samuel Rockwell & Wm Y Hansell in full as aforesaid

As the ground taken by ~~Judge Kennedy~~ ~~one of~~ the commissioners in his decision appended to the opinion of Judge Wilson that this case is concluded by the instructions of the Commissioner of Indian Affairs directing the Commissioners not to review any case hitherto decided on I must dissent as from the record of the proceedings in this case it will appear that it was left open for reinvestigation, and that the claim had been but partially admitted by the committee

Signed

Jas Liddell
Commissioner

Judge Liddle
Opinion in Wm H Underwood
Rockwell & Hansell
March 1855

No 737.

George Tassel vs State of Georgia	1830 Decr. 13th Wr. of Er. &c. issued pr. order of Mr. Wirt & deld. to Tobin
The Cherokee Nation vs State of Georgia	1831 Jany. 22d. Bill & suppl. bill filed Argued by Mr. Wirt Bill dismissed
Saml. A. Worcester vs State of Georgia	1832 Jany. 25th Ord. for argt. " Feby. 21st & 22d. Argued by Mr. Wirt
E. Butler vs State of Georgia	1832 Jany. 25th Ord. for argt. " Feb. 21st & 22d. Argued by Mr. Wirt.

Washington 25d. Feby. 1836 — I hereby certify that the preceding memoranda are truly extracted from the Minutes & proceedings of record & on file in this office —

Attest

Wm. Thos. Carroll
Clerk Sup. Ct. U.S.

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee W 751.
1838.

Wilson & Liddle Comm^rs.

Relating to claim of W^m. Weir. Underwood, Rockwell & Hansell. See Cherokee File 1841 B 114 for the papers.

W.751. (6-1.)

Report of Select Committee, &c. in the case of Underwood Rockwell, & Hansell & others — vs. The Cherokee Nation, for Professional Services, ~~with the Report of Dissenting Members, Campbell & Kennedy~~

7th July 1847

6-1

Barron & Irwin	$ 19.275
Samuel Rockwell	30.974
Wm H. Underwood	36.402
Wm. Y. Hansel	30.75
total	154.326.

All other claims excepting Thos. A. Latham's Wm. Wirt, & G. M. Churchill are based upon the cases docketed in the various Courts of the Cherokee Circuit, and are of every nature, and kind, usually brot to the notice of the Judiciary. Consequently if you read Judge Underwood's cases on which he has charged, you have read the rest. Barron & Irwin, Rockwell, Underwood, Hansel & Sims are all partners in charging in a majority of cases for the same cases. Thus the fees claimed for one service rendered becomes an enormous charge, not tolerable by the Committee.*

The value of the property contended for has been stated by the claimants as enhancing their fees. The Valuation of Jno. Ross & his Speculations, and that of Joseph Vann two of our healthiest men are mentioned.

Your Committee beg leave to state that the Lawyers have made a mistake — these valuations were not in controversy or endangered in the cases on trial. It was only the occupant right of the Improvements

at least for a few years no controversy as far as our citizens were concerned.

As an offset to this we give an example of the charge the lawyers have made on Little Deer's case, indicted for murder, which was on the docket, but the nimble footed Little Deer fled and his case was not tried. For this, Rockwell charges $100.

Hansel	100
Underwood	500
Bacon & Green	250
Sevier	100
	$1050!

Your Committee would also remark that the Cherokee Nation has failed in the courts of law on this Earth. We are doomed not to enjoy the blessings of Heaven on the land of our forefathers. From this favored spot we shall shortly be expelled by force of circumstances. How many thousands of our people will carry but a few dollars compared to the sums which we have agreed to give these lawyers? How few ~~[illegible]~~ wealthiest men can after all the sacrifices we have experienced count as their own as many thousands which we have allotted to our Attornies? But we have faithfully complied with our promises & our engagements. The Nation may hold up its head against every

REPRODUCED AT THE NATIONAL ARCHIVES

BEST AVAILABLE COPY

against every thing that may be said, if indeed any thing can be said against her honor in this question. Your Committee are aware that the claimants have long & patiently waited for their compensation, they hope that soon we shall see them paid, as we trust to their satisfaction. Our lawyers were our friends in the day of trial, & in the parting hour, we shall still continue as such.

In conclusion the select Committee beg leave to report, that Robert Mitchel & G. M. Churchill have not proved their employment by the Nation. They have gone overboard. Col. Irwin has proved his employment & some services by Gentlemen of high standing and character of our Nation. The Select Committee as directed by you have the honor to report as the result of their deliberations, the following compensation to be allowed to each of the following Lawyers without any deduction for former payments whatever:

To William H. Underwood $11.000.
Baron & Irwin 6000
William Wirt 5000
Samuel Rockwell 5000

William Y. Hansel	$ 5000.
Edward Harden	3000
Henry L. Sims	1000.
Thos. A. Latham	300.
	total $36.300.00

All of which of which is respectfully submitted

James Starr
Chairman of
the Select Committee

The Committee have taken the report of the select Committee under consideration, & do hereby approve of all of it, & submit to the Commissioners of ~~the Indian~~

John Ridge
President of
the Com.ttee

Committee Room
7th. July 1837
Lovely Rogers Clk.

REPRODUCED AT THE NATIONAL ARCHIVES

(Copy)

Commissioners Office July 5th. 1837

Whereas Wm. H. Underwood, Samuel Rockwell, Wm. Y. Hansell, Edward Harden, the heirs of Wm. Wirt, Barron & Irwin, Henry L. Sims, Thomas Latham, Robert Mitchell & G. W. Churchwell did at different times present to the commissioners their several demands in writing against the Cherokee Nation for legal services alledged to have been rendered the nation, together with their proof tending to sustain their respective claims; and the commissioners having procured all the information and testimony within their reach calculated to throw light on the subject of these several claims—and after having examined said claims and proofs with great care and consideration—as a necessary duty devolving on them and duly considering their duty as laid down in the treaty, as well as their instructions from the Government, determined to submit said claims to the investigation of the Cherokee Committee as provided for by the Treaty. And having

accordingly submitted said claims, with all the accompanying testimony in their possession requesting said committee to examine and report upon said claims in writing, and the said Committee having performed the duty required of them and made their report in the following ~~words~~ words

(See paper endorsed "Report of Select committee &c.")

And the commissioners having duly examined and considered said report in connexion with the claims and evidence upon which the report is based, have deemed it inexpedient at this time to express an opinion upon the reasoning and remarks made in the report of the committee; but with a view of doing speedy justice to the several claimants and with the impression that the committee have faithfully endeavoured to approach the standard of justice and equity in determining upon the relative merit of the several claims. the Commissioners do hereby assent to the conclusions to which the committee have arrived so far as to order and adjudge that certificates be given in favour of the said several claimants in accordance with the opinion of the committee. the Commissioners

reserving to themselves however the right at any subsequent time upon a reinvestigation of the whole subject to make such further decree as a sense of duty and justice may seem to enjoin on them

Wilson Lumpkin
Signed John Kennedy

REPRODUCED AT THE NATIONAL ARCHIVES

Milledgeville. Geo. Dec. 10. 1838

Gent.

The undersigned in compliance with your request in the submission of the matters of accounts in behalf of Messrs. Hansell, Rockwell & Underwood against the Cherokee nation for professional services rendered as Counsel for the Indians, have the honor to report — that after a careful examination of the several items of charges in the accounts submitted — and a comparison with charges by professional gentlemen in the middle section of Georgia — and due consideration thereon, they are unanimously of opinion that Mr. Hansell should receive the sum of twenty four thousand five hundred & eighty eight dollars — Mr. Rockwell should receive the sum of twenty two thousand nine hundred & twenty dollars — and Mr. Underwood the sum of twenty eight thousand six hundred & ninety two dollars — subject however to be diminished by the sums heretofore paid to them respectively

Nathl. C. Sayre

Henry G. Lamar

E. H. ... ...

Hiram Warner // per Edw. ... ... #

Washington Poe.

I have signed the name of Judge Warner, by his particular request — as he was compelled to leave town before the award was written out — Edw. ... ...

To James Liddell &

Thomas W. Wilson, Esquires: Commrs. U. States

Milledgeville 10th Decr 1838

Messrs Kennedy, Wilson & Liddell

Gentl.

The gentlemen of the profession selected by you to examine the accounts of Rockwell, Hansell & Underwood Esqs. for services rendered the Cherokee people as legal Counsel have given them that patient, careful & laborious & impartial examination which their high Character as men, and their distinguished eminence in their profession, justified you in expecting from them. The result of this examination will be made known to you by them.

I, acting for the parties interested, must solicit your early attention to this business. It appears to me that your future labours in regard to them will be very easy and simple. The suggestion of the Secretary of War that the accounts should be referred to legal gentlemen of professional eminence in this State, is certainly a strong and I think I may say a conclusive indication of his opinion of the kind of testimony by which you should be governed in making an ultimate decision. It was useless to make the reference if the opinions of these gentlemen and their estimate of the value of the services are not to be regarded —

If the case were now pending before one of the Courts of Justice of this or any other State in favour of these gentlemen for their services, the testimony furnished by gentlemen of the profession, of the value of the services would control the ~~[illegible]~~ jury in their verdict unless there was evidence of a Stipulated fee. I feel warranted in saying to you that the Secretary of War will approve of your accepting as conclusive evidence the testimony now offered — I have taken the liberty of saying thus much to you, because I am from recent indisposition unable to attend in person without too great a risk.

I hope you will not consider the suggestions made as improper

Very respectfully Your Obd^t Servt.
Charles J. McDonald

O. I. A. Cherokee. C. 894.

Hon. Jesse F. Cleaveland.

Washington, January 1839.

Leaves letter of 3d inst, from (Chas J. McDonald?) in relation to the claim of Messrs Underwood, Rockwell & Hansell, for legal services rendered the Cherokee Nation; stating the previous action in relation to this claim; that the Cherokee Comrs refuse to review their decision; that the means of the Comrs are exhausted & they could not pay the accounts; enclosing a copy of the opinion of the members of the legal profession, to whom it was submitted, on the case; & a copy of the Comrs' letter of 23d ult., to this Office, submitting the matter for the decision of the Secy of War; and asking Mr Cleaveland's attention, in procuring an adjustment by this Dept. —

{ Recd 15 Jany 1839.

Ans & papers returned 17 Jany 1839. —

Wm Ward

Commissioners Office:
Athens Tennessee:
29th Dec. 1838.

Sir.

Your letter to us of the 9th. Ult enclosing a paper which appears to be the proceedings of an organized Council of Cherokees on a claim of the Widow and Heirs of William Wirt, decd. for services rendered the Cherokee Nation as Counsellor at Law in the Courts of the United States, wherein it seems, that the Council authorised John Ross, who in the organization was acknowledged as Principal Chief to draw upon the Government of the United States in favor of Claimants for $10.000. & in pursuance thereof on the same paper appears the Draft of John Ross upon Honbl. J. R. Poinsett, Secy. of War for the sum allowed by the Council

We have also to acknowledge the receipt of a communication from your Predecessor dated 21st. July last, in relation to the claims of Messrs. Underwood, Rockwell and Hansell, for remuneration for similar services, advising us, that he had been instructed by the Hon. Secy. of War, to suggest to us the propriety of submitting the accounts of these Gentlemen to disinterested practical members of the Profession, and in reference to their opinion we might review our decisions

In relation to this last case, of Messrs. Underwood, Rockwell and Hansell, we have agreeably to the suggestions of the Honbl. Secy of War, referred their accts to distinguished practical Gentlemen of the profession, and have just received their written opinions of the ~~accounts~~ amounts which they believe the Claimants are entitled to receive, in reference to the usual fees in similar cases customarily allowed & received in the State of Georgia. In relation to the claim of the Widow & heirs of William Wirt

REPRODUCED AT THE NATIONAL ARCHIVES

dec'd, we have to remark, that an allowance was once made by this Board to them, of Five thousand dollars, and at that time there was a large file of papers in the Office intended to sustain the claim that when Mr. Ross returned last spring from Washington City to the Agency, young Mr. Wirt one of the Claimants applied to the Board for the file to exhibit them to Mr. Ross, for the purpose of obtaining, as we understood, the testimony of Mr. Ross in relation to the extent of services rendered the Nation by his father, Wm. Wirt. A very small portion of those papers were ever returned, and none of them have been examined by the majority of the Commissioners who were appointed subsequent to the adjudication of the claim by the Commissioners. The testimony of Mr. Ross was never submitted to us, nor is there any evidence of employment by the Nation now remaining on file —

The fund of $60.000 appropriated and set apart in the Treaty, for the payment of claims of this discription, is now reduced to the sum of $8.125, a sum not sufficient to pay any one of those claims and indeed were that fund not exhausted, we have no money in the hands of the desbursing Agent, that we could apply to that use. We therefore return to you the papers which relates to the claim of the Widow & heirs of William Wirt together with the opinion of the Referees in relation to the claims of Underwood, Rockwell & Hansell requesting that the whole may be laid before the Honble. Secry of War, for his examination and disposition.

The following is the sums which have heretofore been allowed by this Board to the several claimants — and which has been received by them, Viz. W.H. Underwood $11,000. Saml. Rockwell $5.000. W.Y. Hansell $5.000 & William Wirt $5.000.

It also appears that the following sums have

been recd. by some of the Claimants, from the Cherokee Nation previous to any allowance made by this Board, Viz, W. H. Underwood $2.200. Saml. Rockwell $1.000. W. Y. Hansell $1.000. and Wm. Weir $2.000, making in the whole as recd. by W. H. Underwood $13.200, by Saml. Rockwell $6.000. by William Y. Hansell $6.1000. and by William Weir $7.000.

It is understood that one of these Gentlemen Mr. Underwood received a sum amounting to $426, from an Indian Suitor himself -

The views expressed in the foregoing paragraphs on the subject of the final reference of the cases of Messrs. Underwood, Rockwell and Hansell to the Secretary of War, was prepared by Commissioner Liddell for the Board, but Commissioner Wilson does not altogether concur in them. The latter however begs to refer the cases to the Hon. Secy. of War, for final decision and disposition, for two reasons, 1st. from the consideration, that he has already acted on these cases and recorded his opinion on the testimony in full, - and desires to be excused from reviewing that opinion and 2ndly, from the want of time to go over the mass of papers in the case again - The Hon. Secy. of War being furnished with the proofs in the cases will be amply competent to do justice in the premises to the Government, the Indians and the Claimants, and Commissioner Wilson therefore respectfully begs leave to be discharged from the further consideration of the Subject -

We have the Honor to be yr. obdt. Servts.

Th. W. Wilson
James Liddell
Commrs.

Honbl. T. Hartly Crawford
Commr. Indian Affairs

A True Copy from the Letter Book.
Attest,

Jno. C. Mullay,
Secretary to Commrs.

D52

[illegible]
No 5 — C,894.
Dec. No 7
Wilson & Liddell
22d Dec. 1839

REPRODUCED AT THE NATIONAL ARCHIVES

O.I.A. Cherokee. K.138.
John Kennedy. (Comm. &c)
Athens. Tenn. 1st Jany 1839.

Submits remarks respecting the adjudications of the Cherokee Comrs. on the claims of Messrs Underwood, Rockwell & Hansell, Harris & Irwin, & others, Counsel, against the Cherokees; & objections to a revision of their decisions— Thinks Wm Wirt's services entitle his heirs to the amount ($10.000) of John Ross' draft in their favor—

R 614

Recd 19 Jany 1839.

Ansd 19 January. 1839.

Commissioners' Office, Athens. Ten.
January 1st 1839.

Sir

By a provision of the 10th article of the Cherokee treaty of the 29th Decemb. 1835, it is stipulated "to pay the just debts against the Cherokee Nation, held by citizens of the same, and also the just claims of citizens of the United States for services rendered the nation; and the sum of Sixty thousand dollars is appropriated for this purpose; but no claim against individual persons of the nation shall be allowed and paid by the nation." In the first letter of instructions from the department over which you preside, dated July 25th 1836, in giving a construction to the before-mentioned provision of the 10th article, it is stated that, "The tenth article of the treaty stipulates for the payment of just debts and claims held by citizens of the United States against the Cherokee nation. The examination of these debts and claims is confided to you under the 17th article of the treaty, which stipulates that your decision shall be final, and the payments be made upon your certificates to the several claimants. It is further directed that the provision of the tenth article of the treaty recognizes only national debts. You will give proper notices for the presentation of claims of the character indicated in the treaty, with the evidence upon which they rest. They will then be submitted to the persons named in the 12th article, if they admit them, no further enquiry will be necessary; if they do not, you will receive their statements, compare them with the evidence adduced by the claimants, and decide upon the matter, after full consideration of all the circumstances."

Messrs Underwood, Rockwell, Hansell, Baron & Irwin, Edward Harden, Wm Wirt, Henry G. Sims, Robt Mitchell, Geo W. Churchwell & J. A. Latham Attys at law, presented claims against the Cherokee Nation, amounting in all to $154 326. 00 or thereabouts, far exceeding the Sixty thousand dollars appropriated to satisfy demands such as theirs and other demands against the nation. As soon as the gentlemen closed their proof,

REPRODUCED AT THE NATIONAL ARCHIVES

perhaps on that or the next day) their claims were respective-
-ly referred to the Cherokee Committee, to whom the Commission-
-ers were directed to refer them, and they reported the following
sums to be paid to gentlemen of the bar in Georgia, which
sums were promptly paid to them by the then Commissioners,
Messrs Lumpkin & Kennedy: to wit - to Wm H. Underwood
$11000. Barron & Irwin $6000, Saml Rockwell $5000,
Wm Y. Hansell $5000. Edward Harden $3000. & Henry
L. Sims $1000.

The Commissioners had information, and as well as re-
-membered some of which is now of file, that Judge Underwood
had received upwards of $2000 & Col. Rockwell & Hansell
$1000 each from the Cherokee nation, in addition to the
sums awarded by the Cherokee Committee. On examination
of the proof, and after the best reflection, I became con-
vinced and am still so, that the award & allowment of the
sums to the gentlemen respectively was liberal and just, and a
fair compensation for all the services they could have possi-
-bly rendered; and seeing that there was one set of causes,
and so many attorneys employed on the same side, necessarily
divided the labour and responsibility of each, and therefore
for each to charge the nation the full fee would be unjust
and inequitable. To give you some idea of the exhorbitancy
of their demands, I will instance one case, an Indian
called Little Deer who was committed to one of the prisons
of Georgia on a charge of murder, by some means made
his escape before the court arrived to which he was lia-
-ble to answer. No bill of indictment was ever found
against him, and for this employment (if employed at all)
fifteen hundred dollars is charged in their account.
This charge astounded me, and seemed so unjust, I then believed
and still believe, it ought not to be paid; and judging of the
whole account by that charge, it seemed to me and still seems
an exhorbitant demand. In the course of last spring
Messrs Underwood & Hansell submitted their claim for com-
-pensation to the present board of Commissioners, & the board
disallowed it in obedience to their instructions.

REPRODUCED AT THE NATIONAL ARCHIVES

On the 8th Febry 1838 C. A. Harris Esqr. your predecessor, wrote the Commissioners a letter, in which he states, "It is considered proper that you should establish a rule not to review any case that has once been decided." This additional instruction, I have always considered imperative. Since it was received, I have not departed from it.

The Commissioners received a letter dated 21st July 1838, from the Commissioner of Indian affairs, informing them, that it was the wish of the Secretary of War that they should review their decision in reference to the claims of Messrs Underwood Hansell & Rockwell; the Secretary of War admitting at the same time, on the terms of the treaty, that the opinion of the Commissioners was final on that as well as on all other subjects arising under the treaty. This requirement seemed to me extraordinary, after having allowed those gentlemen such sums as always appeared to me, as before stated, a liberal and just compensation for their services; and believing it improper to refer my judgment to the opinion of any set of lawyers, no matter how respectable, I could not and did not agree to do it; but if it is the wish of the government to make those gentlemen further allowances, it is not for me to find fault.

On the subject of the claim of the widow & heirs of Wm Wirt decd I have the honor to state, that in July 1837, when the claims of the Georgia lawyers were submitted to the Cherokee Committee and allowed, Mr Wirts claim for compensation was also submitted, and his representatives were allowed $5000, which sum was paid to them.

Mr Wirt before that time had died, and his heirs did not then produce very plenary proof of the amount and value of his services.

Last spring about the time of the return of Jno Ross from Washington City to the Cherokee Agency, Mr Wirts son arrived there and submitted to the Commissioners a considerable number of papers as additional proof of the amount & value of his fathers services as an Attorney for the Cherokee nation. From what I

learned from the Cherokee Committee, and observing the in-structions of the government not to readjudicate any claims that has been settled, I advised Mr. Wirt to present his claim to Mr. John Ross, and those who assumed to themselves to be principal Cheifs of the Nation, and as I well knew Mr Ross was better acquainted with the employment of the lawyers who appeared in the various causes of the Cherokees, than any other person, that probably he would allow Mr. Wirt ad-ditional compensation in some way. Mr. Wirt withdrew his papers and submitted them to Mr. Ross and his party, and it resulted in the draft for $10.000 on the Secretary of War which has been returned. From what I have seen, and believe to be true, I am well satisfied that Mr Wm Wirt decd. was entitled to more compensation than any attorney who ever was engaged for the Cherokees, and to pay him the $10.000 in some way would be only al-lowing about as much compensation, as Judge Underwood had received at different times. I therefore, so far as my opinion will affect the matter, am in favour of paying Mr. Ross draft for the $10.000, out of any funds in the hands of the government applicable to its payment

I have the honor
to be your mo
Obt Servt.
John Kennedy

Hon. T. Hartley Crawford
Comm. Ind Affs.
Washington City

[illegible]

K/136.

O. I. A. (Cherokee) M. 729
Chas. J. McDonald
Macon June 6. 1839

Urging a reconsideration of the late Cherokee Commrs. decision upon the claims of "Col. Rockwell" & his associate counsel" – States reasons why their decision should be revised.

Consider this, in connexion ...

Rec'd June 15. 1839
Reported upon 19 July 1839

M. 241 1 June 13.

June 13. 1839

Indian office
Report rec'd 20 July

answ'd W. D. 20 July 39

To the Hon. Joel R. Poinsett
Sect of War
Washington City

Conw.

Macon 6th June 1839

Honble Joel R. Poinsett

Dr Sir

Having understood that Col Rockwell has left, with a view of visiting Washington City for the purpose of endeavoring to obtain from your department, a reconsideration of his & his associate counsels' claim against the Cherokee Tribe of Indians, I take the liberty of soliciting you, to look into it, provided you think it can be done consistently with official duty. I really think that this claim presents a stronger title to your supervision than any other which has been presented, & this remark I make for the purpose of suggesting the propriety of your making it an exception to any general rule which you may have laid down & followed in regard to claims which have passed the review of the Commissioners — On this claim the commissioners themselves have been divided in opinion & the commissioner in the minority has given some strong reasons in support of the decision which he makes while

the other commissioners refuse to look into it at all on the ground that they regard the former action of the commissioners on it as an insuperable bar, when from their own minutes it is made most conclusively to appear that there was no final action. Again, after the refusal on this ground of the commissioners to investigate the claim, your department advised them to refer the matter to distinguished legal gentlemen, & to obtain their opinion on the charges exhibited — This was done & gentlemen were selected, of unquestionable eminence in their profession, and unsurpassed any where for probity, intelligence, & independence —

These gentlemen at great labour, examined all these accounts, and reported on them — The commissioners notwithstanding the advice of the department, refused again to look into these accounts or to consider the evidence taken under their own instructions & from gentlemen of their own appointment.

This really seems to exhibit an indisposition to do Justice — It might imply a reflection upon the respectable gentlemen whose opinion was sought. —

I have taken the liberty of assigning these reasons for requesting you at

tention to the accounts of these Gentlemen who I have every reason to believe will be much injured unless they can have them allowed.

With sentiments of great regard & consideration I am Sir

very Respectfully

Your Obdt Servt

Charles J. McDonald

O. I. A. Cherokee C. 1139.

Hon Mark A. Cooper &
" W. T. Colquitt
H.R. Feby 5. 1840

Have submitted to the Secy of War their views respecting claims of Underwood Hansell & Rockwell, & are ready to make such suggestions to the President &c

1

C64
Feb 7. 1840
Indian Office.

Refd to the Secy War
M.C.

To the President of the
United States

Recd Mch 18. 1840

File

File

H. R. 5 Feby 1840

To the
President of the U.S.

Sir

Being informed by Col Rockwell that the claims of Messrs Underwood Hansell & Rockwell, are being considered by the executive, with a view to a final dispo=sition under the Cherokee treaty – & that we may serve the justice of the same; we have cheerfully submitted to the Secretary of War our views – & are still prepared to make to the President, such suggestions, of fact or reasoning pertinent to the advancement of these claims, as it may please the President to have, hoping however not to be officious, when the object on our part is merely to present Truth & Justice fairly.

Respectfully Mark A. Cooper
Wm. Colquitt

REPRODUCED AT THE NATIONAL ARCHIVES

I.A. Cherokee C. 1146

Cherokee Lawyers

&

Sundry papers connected with the claims of S. Rockwell & others, for legal services rendered to Cherokees — viz.

Opinion of Cherokee Commrs.

Two letters from J. F. Schermerhorn

Letter from Mr Cuthbert, & others of Geo. Delegation

Letters from this Office & W.D. dated Mch 12 & 19. & Augt. 1. 1838. — Jany 17. 1839. — & Copies of one dated 21 July '38.

Arguments of S. Rockwell, & of Mr. A Cooper & others, dated 1. July 1840

Recd. March — 1840.
(from War Dept.)

File — (See over)

The following papers, enclosed herein, sent to Secy of War, 26 March 1840, see report of that date.

— Letter from Mr. Schermerhorn to C. J. McDonald of 4 July 1838

Cop — Letter from Mr. Schermerhorn to Secy of War of 4 July, 1838 —

" — Letter from Secy of War to Mr McDonald of 1 Aug. 1838 —

— Copy of letter of Commr. Ind. Affs to Cherokee Commrs, of 21 July 1838 —

" — and the paper endorsed "Opinion of Commrs. on the case of Messrs. Underwood, Rockwell & Hansell" — —

War Department,
Office Indian Affairs,
March 12, 1838.

Sir:

In obedience to your direction I have the honor to report on the memorial of Messrs Underwood, Hansell and Rockwell, to which your attention has been invited in the communication of the Hon. Mr. Dawson, of the 6th Instant. The Memorialists desire that instructions may be given to the Commissioners under the Cherokee treaty, which will ensure an early and favorable action upon their claims, as counsel for the Cherokees. The 17th. Article of the treaty seems to preclude the issuing of such instructions. It provides, that "all the claims arising under or provided for in the several articles of the treaty shall be examined and adjudicated by Commissioners", that their "decision shall be final, and on their certificate of the amount due the several claimants shall be paid." The interposition of the Department

might

might be proper in cases in which it should be satisfactorily shewn, that the Commissioners neglected or refused to receive claims and testimony without just grounds, or in which fraud or corruption was alleged. But as no allegation of this character has been made by the Memorialists, who only express their fears, that since the resignation of Gov: Lumpkin, their claims will not be adjusted within the time limited by the treaty," it is deemed unadvisable for the Department to comply with their request.

Should it meet your approbation, the memorial will be referred to the Commissioners for their information and consideration. The Memorialists, I conceive, should be advised of this course and be referred to them.

The Memorial, with the accompanying papers, and the letter of the Hon. Mr Dawson are herewith returned.

Very Respectfully
Your Mo. Obt. Servant
C. A. Harris,
Comr

Hon. J. R. Poinsett
Secretary of War

REPRODUCED AT THE NATIONAL ARCHIVES

Department of War
March 19th 1838.

Sir,

I have the honor to return you the petition and papers of Messrs Underwood, Hansell and Rockwell, laid by you before the Department and referred to in your letter of the 6th instant, and to transmit you a report of the Commissioner of Indian Affairs, in which I concur. This subject would have been attended to at an earlier day had it not been for my indisposition and the great press of other important business upon the Department.

Very respectfully
Yr Mo ob Servt
J R Poinsett

Hon Wm C. Dawson
House of Reps

REPRODUCED AT THE NATIONAL ARCHIVES

(a)

Doc no. 1 (D - 3)

No 3 & 4

C 1106

Opinion of the Commissioners in the case of Messrs Underwood, Rockwell & Mansell

1838

* (Copy) No 41.

Commrs. Office
Agency March 20th 1838

The case of Messrs. Underwood, Rockwell & Hansell Counsellors and attorneys for and on behalf of the Cherokee Nation, in the Courts of the State of Georgia

In this case it appears by the Record of decisions, on claims for services rendered to the Nation by Citizens of the United States, kept by the Commrs. under the treaty of 1835, that as long ago as the 8th day of July 1837 various claims were presented by the gentlemen above named for compensation for advice and legal services on behalf of the Cherokee Nation, to the above mentioned Commissioners, who in accordance with both the letter and spirit of their official instructions refered said claims to the Cherokee Committee, then sitting at New Echota for their opinion of their correctness, and as to the propriety of allowing them, for the amount asked. The Committee were placed in possession of all the written proofs, and the claimants themselves (or one of them at least) was on the ground to explain and make clear any matter that might be doubtful in the premises. And it also appears from the record and proof, all of which, I have carefully examined and considered, that the Committee did report favourably upon the claims of the before mentioned gentlemen, and recommended the payment of large amounts, of each of them, notwithstanding the fact that many of them had charged high fees for their services as attorneys and counsellors in the same identical cases. By an examination of the Record of decisions in cases of the kind in question, it will be noticed that no attorney however distinguished for legal attainments and forensic ability has been allowed and paid for services in any thing like the same proportion of compensation for the same amount of services performed

In one instance as the record above alluded to will show, a gentleman of the bar of Tennessee, deservedly eminent for his ability and application in his profession, who had been almost constantly engaged in the service of the Cherokees for the long period of Sixteen Years during which time he had attended to a vast number of important and troublesome suits, received but little over one fourth of the amount claimed by the individuals above named, the amount claimed by the individual alluded to was but $250 per Year, amounting to only $4000. See decision of Commrs in the case of Spencer Jarnagin Esqr.)

In the case of the gentlemen now appearing before the Commrs as claimants, it appears by the Record that the Commissioners adopted the report and recommendation of the Committee; and the reservation of the privilege to themselves of making such further decree in the case, at any other period as a sense of duty and justice might seem to enjoin on them, But I am clearly of opinion that the express instructions received by the Commrs from the Commissioner of Indian Affairs bearing date 25th July 1836, altogether forbade this reservation to themselves, I quote the language used by the Officer just named. "The claims of 'Citizens of U. S. against the Nation will be submitted to the persons mentioned in the 12th Article if they 'admit them, no further enquiry will be necessary 'if they do not, you will receive their statements, 'compare them with the proof adduced by the claim'ants, and decide upon the matter after a full 'consideration of all the circumstances." My opinion is that after the Commissioners had once adopted the opinion of the Committee and made a decree upon their recommendation and suggestion, they could not properly reserve to themselves the privilege

of a re-investigation, as their decree should be, although it may not have been final. In coming to the conclusion which a sense of duty and a conscientious regard for the interests of the Cherokee people seems to demand, I must be permitted to say that I cannot shut my eyes to the fact that able and distinguished attorneys of other states have rendered services equally arduous, and important as those performed by the gentlemen who now ask an additional amount of compensation, and whose labours as far as time employed, and the number of cases are concerned were vastly greater, for the one fourth of the sum awarded and paid heretofore to each and all of the present claimants. The result of all my examinations upon the case is, that the amount recommended by the Cherokee Committee to be paid to the gentlemen named in the beginning of this paper, was ample, liberal, and sufficient. That the Committee conducted themselves, in the premises with a liberality alike creditable to themselves and their Nation, and that I concur entirely in their report. All of which is submitted &c.

Signed. Thos. H. Wilson
Commissioner

Commissioners Office
21 March 1838.

I have examined the foregoing opinion of Judge Wilson, and concur therein, As to the additional compensation asked for by Messrs Underwood Rockwell and Hansell, and I am convinced that the Comrs. have no power to allow any additional compensation For by a letter received from C. A. Harris Esqr. Comr. of Indian affairs, dated 8th February 1838, which has the following clause, "It is considered proper that you should establish a rule, not to review any case that has been once decided," And being satisfied as I am from my knowledge of the whole facts of this case

that it was intended by the Committee in making the allowance they did, (which in my opinion was very liberal) that it should be final, I am therefore of opinion that the Commissioners have no authority to make the Gentlemen any further compensation.

(Signed) John Kennedy
One of the Comrs.

I have examined the foregoing opinion of Messrs Wilson & Kennedy, Commissioners, and dissent from their decision, being of opinion that the Committee having in their report on the claims of Messrs Underwood, Rockwell & Hansell, manifested a disposition highly creditable to them of doing equal and impartial justice to said claimants. But from the testimony submitted to us by the claimants, and the Committee it appears that although, those claimants appear to have been the only regular attorneys selected by the Nation, to attend to their interests in the Courts of Georgia, yet as the Committee observe they were not employed by the year, the job, or for each case, to be paid according to the customary fees but as it would seem from the testimony of Walter S. Adair, were to receive compensation for the services by them rendered according to the good sense, justice and discretion of the Nation. This discretion, however was to be liberally exercised. If the contract between the parties was to be decided upon in conformity with the testimony it would seem that the only question to determine would be whether the Committee has allowed a liberal compensation to the claimants, for their services. Of this matter when the two contracting parties disagree, we think we have the right and it is our duty to decide the controversy between them. With a view of ascertaining what would be a liberal compensation, we have examined a schedule of cases submitted to us

by the claimants, in which they have rendered their professional services together with a list of fees considered by them as reasonable for such services. In support of their declaration that those charges are reasonable, the claimants have filed the certificates of some of the Judges of the Supreme Courts of the State of Georgia, and of many of the most distinguished prosecuting Attornies of various Circuits of said State, some of whom practice exclusively in the circuit in which the greater part of the services were rendered. All of whom concur in the opinion that the fees charged are reasonable, and if so it would be but liberal that they should be paid. But it is objected by the Committee that all the attorneys employed by the Nation claim compensation for services in the same case as though each had been exclusively employed to attend to it. This objection I have duly considered and admit that it is entitled to much weight in ascertaining what would be a liberal compensation. The Commissioners have however no testimony before them to show whether or not the whole of them were requested to attend to these cases by the Nation, or done so by their own voluntary act, or at the request of the claimants. If by the latter it would seem that a larger deduction should be made from the fees charged. But in either case it would seem that this circumstance should effect the claim of W. H. Underwood less than the others, he being the first and for some time the only Attorney employed by the Nation in the limits of Georgia. And for aught the testimony before us declares the Nation may have employed the others to assist without the request of said Underwood, or Messrs Rockwell and Hansell who were afterwards employed.

It is deemed but reasonable to admit the right of each of the contracting parties to entertain

and express their opinions upon what may be dee med a liberal compensation as intended by the contract under consideration, and when they dis agree as they have done in this case that a decision must be made from the testimony adduced.

With all due difference to the opinion of the Committee, it would seem from the testimony acknowledging the long, arduous, and faithful services rendered by W. H. Underwood and Messrs Rockwell & Hansell, and from the numerous cases to which they attended, a list of which is filed and not controverted by the Committee, and the numerous certificates of the reasonableness of the charges made for services, that the amount awarded by the Committee may fall short of a liberal allowance. With this view of the case it is my opinion that the further sum of Four thousand Dollars would be allowed the said W. H. Underwood, as full compensation for all services rendered by him to the Cherokee Nation, as Attorney or Counsel, and that the further sum of One thousand Dollars each be allowed to Samuel Rockwell and Wm. H. Hansell in full as aforesaid.

To the ground taken by Judge Kennedy one of the Commissioners, in his decision appended to the opinion of Judge Wilson, that this case is concluded, by the instructions of the Commissioner of Indian Affairs, directing the Commissioners not to review any case hitherto decided on, I must dissent as from the record of the proceedings in this case it will appear that it was left open for re-investigation, and that the claim had been but partially admitted by the Committee.

(Signed) Jas. Liddell
Commissioner

No. 3, 4.

No - 3 =

The following is a copy of the remarks of the Commissioners as appears of record appended to the report of the Committee, on these claims which was dated New Echota July 8th 1837.

And the Commissioners having duly examined and considered said report in connection with the claims, and evidence upon which the report is based; Have deemed it inexpedient at this time to express an opinion upon the reasoning and remarks made in the report of the Committee But with a view of doing speedy justice to these several claimants and with the impression that the Committee has faithfully endeavoured to approach the standard of justice and equity in determining upon the relative merit of the several claims. The Commissioners do hereby assent to the conclusions to which the Committee have arrived, so far as to order and adjudge that certificates do issue in favour of the said several claimants, in accordance with the opinion of the Committee. The Commissioners reserving to themselves however, the right at any subsequent time upon a reinvestigation of the whole subject to make such further decree as a sense of duty and justice may seem to enjoin on them.

I certify on honor that the foregoing is a correct copy of the opinions of the Commissioners in the case of Underwood Rackwill & Hansell against the Cherokee nation,

May 12th 1838

John M. Sifford,
Clerk Bd. Commrs

REPRODUCED AT THE NATIONAL ARCHIVES

(Copy)

Wilderness Post Office Va
July 4. 1838.

Sir,

I have just received a communication from Charles I. McDonald Esq, in reference to a claim of Messrs Underwood, Hansel & Rockwell, for professional services against the Cherokee Inds, and who wish me to make a statement of the case to the Department. The above named gentlemen were employed by the constituted authorities of the Cherokee people, as their attorneys in their contest with the State of Georgia, and the various individual suits which grew out of it. I deemed it of the utmost importance to secure the assistance and co-operation of these gentlemen, in order to effect a treaty with the Cherokee people; for I knew their influence, exerted against the measures of the Government, would entirely defeat all my operations; and to secure their influence and efforts in favor of the treaty, I solicited an interview in order to ascertain their views; and the result of it was, that they agreed to aid me all in their power to bring about the treaty

(and they did actually render me the most important aid and assistance in effecting it; and without their co-operation I could not have succeeded) on condition that their claims for professional services should be provided for in the treaty. This I assured them should be done, and in one of the Articles of the treaty this was done, without, however, I think, mentioning their names, but in providing in general for the payment of all just claims against the Cherokee nation. In order to ascertain the amount of their just claims, and to prevent any impositions upon the Cherokees, it was understood and agreed between us, that they should have their bills of costs in each suit regularly taxed by the judges of their courts. — And if the laws of Georgia had not established regular fee bills, that then they should obtain the certificates of the judges of their courts, or regularly practised Attorneys, that the costs charged in the several suits, were ~~just~~ such, as was the regular and usual charges for similar services in their courts.

I have been informed that these gentlemen have had their bills regularly made ~~out~~, and certified by the judges and Attorneys of their

REPRODUCED AT THE NATIONAL ARCHIVES

court, according to the agreement and understanding between us; and that, for some reason or another, the Commissioners to settle these claims have only allowed a part of what they claim as their just dues; and that the case is now brought before the Honorable Secy of War for his decision. I have felt it my duty to state these facts, and as these gentlemen, have acted in good faith towards the Government in all they stipulated to do in effecting the treaty and did render me such aid and assistance as to finally effect the objects of the Government in concluding the treaty, and have had their claims made out & presented in the manner understood and agreed between us — that now the Government will fulfill the engagements I have entered into for the payment of their just claims, for which I think the treaty makes ample provision.

I think one of the Articles sets apart a certain sum, I believe $40,000, to pay claims against the nation. This at the time was supposed would be sufficient; but if it is now found not to be so, I do not see why all just claims should not be paid, as the Indians have funds

REPRODUCED AT THE NATIONAL ARCHIVES

enough to do it; and as this article of the treaty does not say that the $50,000 was to be in full and in lieu of such claims, and if they amounted to more they should be paid "pro rata". According to my understanding of the treaty, and the express understanding of all hands engaged in making the treaty, it provided for the payment of all just claims; and I trust the decision of the Department will be to this effect

I am &c
J. F. Schermerhorn

To the
Hon J. R Poinsett
Secy of War

S.1146

No 1

(17)

REPRODUCED AT THE NATIONAL ARCHIVES

Washington City, July 5th 1838

Hon J R. Poinsett

Sir

Understanding that the accounts of Messrs Rockwell, Hansell and Underwood for professional services rendered the Cherokees, are about to be presented to you for adjustment, we take the liberty to say to you that from the important aid rendered the Government by these gentlemen in negotiating the treaty, and the knowledge of a part of us of the professional services also, we hope the Department will give their claims against the Cherokees all that consideration which the obligation of the Government to protect the rights of its citizens demands, especially when strengthened by meritorious services to the Government in accomplishing an important negotiation.

A C W Mat
Jesse F. Cleveland
Hopkins Holsey
Wm C Dawson
S. Grantland
C E Haynes.

1838
J. F. Schermerhorn's
Letter

(111) 6.1146
Mr Schermerhorne
to
C. J. McDonald
July 4 1838.

No 1
Underwood, Hansell
& Rockwell

Charles J. McDonald
Care of Gov. Lumpkin
of the U. State Senate
Washington D. C

Wilderness Va
4 July

10

Wilderness Post Office Va
July 4th - 1838

Sir

Your favour of the 30th Ult
I have just received, and in com
pliance with your request I
have sent a communication
on the subject of Messrs Rockwell,
Hassel & Underwood's claim to
the Sec of War. I wish you to
request him to see it & if you think
proper to take a copy of it for
the benefit of Messrs R. H. & U.
If my personal presence at
Washington can be any assistance
to you I will come on as soon
as I hear from you.

With Respect &c
Your Obt Servt
J: H Schermerhorn

Charles J. McDonald.

REPRODUCED AT THE NATIONAL ARCHIVES

Copy.

War Department
Office Indian Affairs.
July 21. 1838.

Gentlemen.

Several communications have been received at this Department on the subject of the decisions, made by you, on the accounts presented by Messrs Rockwell, Hansell and Underwood, for legal services rendered by them to the Cherokee Nation. It is not designed to interfere directly with your proceedings, as by the treaty your action on these and other claims is to be final. But I am instructed by the Secretary of War, who has looked into the cases of these gentlemen, to suggest to you the expediency of submitting their accounts to disinterested, practical members of the profession, giving the claimants an opportunity to present to them statements of the circumstances, and with the information you may thus derive respecting the usual rates of charges for similar services, reviewing your decisions. —

Very respectfully
Your mo. Obt. Sert.
(Signed) C. A. Harris.

Messrs J. Kennedy
T. W. Wilson &
J. Liddell.
Calhoun. Tenn.

REPRODUCED AT THE NATIONAL ARCHIVES

(Copy)

War Department.
Office Indian affairs
July 21. 1838

Gentlemen,

Several communications have been received at this Department on the subject of the decisions made by you on the accounts presented by Messrs Rockwell Hartsell and Underwood, for legal services rendered by them to the Cherokee Nation. It is not designed to interfere directly with your proceedings, as by the treaty your action on these and other claims is to be final. But I am instructed by the Secretary of War, who has looked into the cases of these gentlemen to suggest to you the expediency of submitting their accounts to disinterested, practicable members of the profession, giving the claimants an opportunity to present to them statements of the circumstances, and with the information you may then desire respecting the usual rates of charges for similar services, reviewing your decisions.

Very &c
C. A. Harris
Comr

Messrs
J. Kennedy
T. W. Wilson &
J. Liddell, Commrs
Calhoun, Tennessee

REPRODUCED AT THE NATIONAL ARCHIVES

Department of War
August 1st 1838

Sir,

I have carefully perused your argument in favor of the claims of Messrs Rockwell, Hansell and Underwood who were employed as counsel for the Cherokee Indians. the charges of those gentlemen appear to me very high, and whatever informal agreement might have been entered into with them by the Commissioners who negotiated the treaty or whatever understanding they might have had with the former Executive, or even pledge given them by the President for remuneration of services rendered on that occasion, it is not in my power to consider their claims in any other view than for services rendered the Indians as their counsel. The Commissioners have been advised to consult respectable practising lawyers in the State of Georgia and to revise their decision after hearing the Opinion of those gentlemen. The department is disposed to allow a liberal compensation to your clients; but although the Executive feels grateful for the services rendered by them to the Government in aiding the Commissioners to effect a treaty, it is of opinion that

REPRODUCED AT THE NATIONAL ARCHIVES

those services can only be remunerated by Congress.

The papers are herewith returned to you as requested in your note of the 25th ultimo to Major Cooper, then Acting Secretary of War.

Very respectfully
Yr Mo ob Servt
J. R. Poinsett

C. J. McDonald Esq.
Macon
Georgia

REPRODUCED AT THE NATIONAL ARCHIVES

War Department,
Office Indian Affairs,
January 17. 1839.

Sir,

The Secretary of War has referred to this office a portion of a letter left by you at the Department, the object of which appears to be to procure the interposition of the Executive in regard to the claims of Messrs Underwood, Rockwell and Haswell against the Cherokees, on which the Commissioners, appointed to execute the treaty of 1835, have acted.

In answer I have the honor to inform you, that the treaty, in express terms, provides that the decisions of the Commissioners shall be final, and leaves to this Department no power to revere or change them. It has never ~~been~~ been deemed proper to do more than to suggest that they should be reviewed by the Board, and to this extent it has already gone in the case before me.

The paper, left by you, is herewith returned.

Very respectfully
Your mo. obdt.
T. Hartley Crawford

Hon
Jesse F. Cleveland
House of Reps.

REPRODUCED AT THE NATIONAL ARCHIVES

C.1146

Mr. [illegible] to
Joel R. Poinsett
Secy of [illegible] —

Second Sheet

Indians & Georgia — more than one half of the Cherokees are now located within the limits of Georgia while the [illegible] of them are scattered within the limits of Alabama, Tennessee & N Carolina — a few hundred years before the treaty it is known that, the counties of Georgia were [illegible] occupied ~~with~~ by citizens of the most [illegible] character in which the Cherokees [illegible]

Mr Kennedy [illegible] in the opinion of the [illegible] that he is convinced [illegible] allowance [illegible] additional compensation (as I understood him) [illegible] [illegible] his opinion the committee, restricting their [illegible] to the whole number — which he [illegible]

~~[illegible]~~ altered [illegible] upon the ground, that it was intended by the [illegible] in [illegible] the allowance [illegible] final — therefore he considers that the Commissioners have no authority to make any further compensation. — Here then is [illegible] [illegible] — from this [illegible] of the Commissioner [illegible] the provisions [illegible] the Commissioners [illegible] that I [illegible] any further compensation.

The other Commissioner [illegible] with his ~~[illegible]~~ colleagues.

In July 1838 the department of war suggested to these commissioners, the expediency of submitting the claim to disinterested practical members of the profession giving the claimants an opportunity to present to them statements of the circumstances &c with the information the commissioners might thus derive respecting the usual rates of charges for similar services, reviewing their decision —

In accordance with this suggestion two of the commissioners, made the reference on the 20th November 1838 (as appears by document no 5) — & select the referees — Now if the commissioners had regarded their previous action on this subject as final, it is not conceived, how they could have had this further action in the premises. The inference is irresistible, that, they could not then have so regarded it — The claim was then still open & unexamined & adjudicated under the Treaty.

And having declined to act on the report of the referees — cannot in the humble opinion of the writer be considered as final, since ~~the~~ in thus declining to act they did not "examine & adjudicate". Mr Liddell's letter of Nov 1839 is conclusive on this point —

I humbly conceive, without pursuing this branch of the case further than that, for as much as there has been no examination & adjudication by the commissioners, on this claim, the fact of their declining to act on the report of the referees does not preclude the department of war

from awarding that justice to the claimants, which has been so long withheld from them.

A brief response to the 2d alledged difficulty namely, the want of funds - on account of an inadequate appropriation -, & I will have done.

By the 10th article of the treaty - the U S agree & stipulate to pay the just debts & claims against the Cherokee nation held by the citizens of the same, & also the just claims of the citizens of the U S against the nation for services rendered & the sum of $60,000 is appropriated for this purpose.

According to the opinion of Mr Butler the late attorney General - this sum is to be applied to the last class of claims first - yet a portion of this fund, was disbursed as appears by the report of the Commissioners for the office leaving a balance unexpended of only about $5000 - a sum inadequate to the payment of the claims now under consideration.

Recurring to the above article of the treaty - it appears to me, that but two questions arise, the first is are the claimants citizens of the U S. Second - are their claims just.

Both of these questions are capable of easy solution - for both are admitted - the second question, is clearly decided, in the opinions rendered by the report of Agents chosen by the Government.

What is the extent of the obligation of the Government? It is Humbly conceived, that the obligation is commensurate, with the ascertained justice of the claim - Assuming to pay the just debts of

REPRODUCED AT THE NATIONAL ARCHIVES

nation by treaty stipulations, the faith of the government is pledged for the performance of this obligation.

But I respectfully [illegible] leave to present this branch of the case in another aspect.

The Government of the U.S. are the guardians of the Indians — & the relation of guardian & ward is well known — Now suppose by way of illustration, that in a case of individuals, a creditor of the ward should present to the guardian a claim against the ward — the estate of the ward is in the hands of the Guardian, & ample to discharge the debt. In the only fact to be ascertained by the guardian would be is the debt *just*? If so, the award of justice would be, that the debt should be paid out of the estate of the ward by the guardian. The U.S being the guardians of the Indians, & having their estate in their hands, & this claim being ascertained to be just — I respectfully ask is the obligation less perfect in this case, than in the one supposed?

One remark more, [illegible] exertions of their counsel the claimants in this case have become the wealthiest community of its size, in the world. No treaty, was ever negotiated with an Indian tribe, more beneficial, than the treaty of 1835 — yet the counsel by whose exertions, this treaty was mainly brought about — have hitherto, sought in vain for, remuneration for professional services, rendered, in as arduous a conflict as the annals of Jurisprudence can furnish.

Thanking you for your kindness & ~~condescension~~ condescension

To the Honorable Joel R. Poinsett
Secretary of War.

Sir

Availing myself of your kind permission [illegible] the claims referred to your [illegible], in which I am interested, in connection with Major [illegible], I ask leave to present for your consideration, briefly, the following views of the subject.

There [illegible] difficulties in the way of [illegible] of the claims, which I think may be [illegible], if the [illegible] being [illegible] considered [illegible] [illegible].

[illegible] supposed decision [illegible] of claims under the treaty of 1835 – The [illegible] in the want of adequate means to pay the claims –

1st [illegible] that the Commissioners [illegible] the claims so as to [illegible] not "[illegible] [illegible]" [illegible] of the case are these,

[illegible] [illegible] Major [illegible] [illegible] to the Indian Committee [illegible] of 1837. The Commissioners [illegible] made a partial disposition of as appears by their [illegible] the [illegible] [illegible] & [illegible] report, in connection with the claims, & [illegible] [illegible] & found it inexpedient [illegible] upon the reasoning [illegible] leave to [illegible] of the committee [illegible]

a view of doing speedy justice to these several Claimants & with the impression that the Committee have faithfully endeavoured to approach the standard of justice & equity, in determining upon the relative merit of the several claims. The Commissioners do hereby assent to the conclusion to which the Committee have arrived so far as to order & adjudge, that Certificates do issue in favor of the said several Claimants, in accordance with the opinion of the Committee. The Commissioners reserving to themselves however, the right at any subsequent time upon a reinvestigation of the [illegible] to make such further decree as a sense of duty & justice may seem to require upon them."

Such is the nature & extent of the first action of the Committee on the claim now under consideration.

It is material to enquire whether this action of the commissioners is such as the Treaty [illegible] — I contend that it is not —

first because the 17 article of the Treaty requires that all the claims arising under or provided for in the several articles thereof, shall be examined & adjudicated by such commissioners as shall be appointed by the President of the U.S. for that purpose. Now this claim was not by them so "examined & adjudicated" but [illegible] the Indian Committee, was examined & [illegible] & to whose report the Commissioners so far assented only as to order certificates to issue — but they deemed it inexpedient at that time to express an opinion — & reserved to themselves, the right at any subsequent time, upon a reinvestigation of the whole subject to make such [illegible] then desirable.

The power to "examine & adjudicate" upon all claims — was made by the Treaty a personal trust, which could not be delegated to others — for the words of the Treaty are the commissioners shall examine & adjudicate —

2

2d Again. The Indian Committee, was not constituted, by

REPRODUCED AT THE NATIONAL ARCHIVES

the Treaty – to "examine & adjudicate" upon, the claims of Citizens of the U.S. against the Cherokee nation – since such a construction of the treaty would involve the absurdity – that they were to be Judges in their own cause – And in this particular claim, the [illegible] [illegible] Indians, were capable of determining upon the value of professional services – they who never were in Court – entirely unacquainted with the course of [illegible] & of the nature & extent of the services rendered – There are other reasons equally cogent against such a construction. [illegible] of these reasons may be stated – That by the 10th Article of the treaty a specified sum was appropriated for two objects viz claims held by the Citizens of the Cherokee nation against their nation & claims held by the citizens of the U.S. against the nation – now this committee [illegible] would be in [illegible] certainly, in the latter case, for it would be to the interest of this committee, not to [illegible] [illegible] which the claims of the [illegible] [illegible] [illegible] The principles of justice [illegible] [illegible] considerations, [illegible] [illegible] [illegible]

1st Rebut. But if we refer to the [illegible] article designating the Com[illegible] [illegible] is confined [illegible] the [illegible] of such persons for the privilege of preemption rights – the election of Missions to remove [illegible] – & the transaction of all business on the part of the [illegible], which may arise in carrying into effect the [illegible] the same with the [illegible] vest the power [illegible] claims of the citizens [illegible] said so If it had designed that they [illegible] adjudicate this class of claims [illegible] in the Commissioners by the 17th article would have been useless.

I think then, that I may safely [illegible], that this

Committee, [illegible] [illegible] [illegible] & consequently that the Commissioners [illegible] [illegible] in referring to this Committee, the examination & adjudication of the claim & that whatever subsequent action of the Commissioners may be based upon the report of this Committee, such action cannot con=clude the claimants, inasmuch as the claim was not examined & adjudicated by the Commissioners, [illegible] the treaty.

After this transaction, one of the Commissioners Gov. Lumpkin resigned & his place was filled by Mr. [illegible] of Georgia & another Commissioner added Mr. Wilkins of N. Carolina.

On the 20th March 1838, the commissioners again take up the claim – Mr. Wilson [illegible] the matter in the action previously [illegible] by Messrs. Lumpkin & Kennedy – & denys their right to resort to the [illegible] privilege of a reinvestigation, & that their decree should have been final – altho the claim was not examined & adjudicated by them – yet in the language of [illegible] the Commissioners their decree [illegible] final!

There is only one remark which I [illegible] to make in [illegible] [illegible] opinion of Mr. Wilson [illegible] this – That facts are [illegible] [illegible]. He asserts that [illegible] [illegible] [illegible] rendered services equally arduous & important as those performed by the [illegible], who now ask an additional amount of compensation & whose labors as far as time employed & the [illegible] [illegible] concerned [illegible] vastly greater, & [illegible] [illegible] that this is entirely gratuitous – for it is known, & the documents show it, that the claimants, [illegible] [illegible] [illegible] =action performed many arduous & [illegible] [illegible] [illegible] [illegible] required by the [illegible] [illegible] other [illegible] for the relations between the Indians & [illegible] were of a different [illegible] from those between the

in opposing the one, the by far the [illegible] portion of
the Claimants, & representing the other two, to present
for your consideration the foregoing statement of facts
& remarks — may I hope [illegible], that they may re=
=ceived by you at your earliest convenience —

= [illegible]

Washington City
July 1st 1840

REPRODUCED AT THE NATIONAL ARCHIVES

1

Capitol Hill 1st Feby 1840.

At the Suggestion of Col. S Rockwell & Wm. H. Hansell Esqr of Georgia, that the views of the Undersigned in regard to a Claim of theirs & Judge Underwood, referred by the President, to the Secy of War for report & opinion thereon, may properly & beneficially for them, be submitted, we cheerfully offer them to the Secretary.

We remark in the first place, that we have had some personal knowledge of their claims — & from that source or others or both, we are satisfied there is a very large claim justly due to them, from the Cherokees, which by the terms of the Treaty 29th December 1835 should be paid by the U.S. Government. Touching the justice of their claim we are informed there is no difficulty. Nor is there wanting, by any means, on the part of those who execute the Treaty, a disposition to satisfy any just claims against the Cherokee Nation, the payment of which, by the Treaty devolved on this Government.

It is also admitted, that the claims of these parties are properly recognized & classified under the 10th Article of said Treaty, they being "claims of Citizens of the U.S. for services rendered to the Nation. Where then lies the obstruction to a satisfaction of the same? It seems to be founded on two grounds,

First. That these claims have been "examined & adjudged" by the Commissioners appointed under

REPRODUCED AT THE NATIONAL ARCHIVES

the 17th Article, appointed "for that purpose." And being so "examined & adjudged" - their decision places the matter beyond the reach of the Executive since by the same clause it is declared that "their decision shall be final".

The second is, that whether a final decision has been made or not, the sum appropriated for this object has been exhausted. & therefore there are no means in hand.

This last ground is readily obviated; since it neither affects the justice of the claim, nor does it do away the obligation of the Government to pay this demand. It can only justify for a season, the delay of payment, until the Executive by communication to that effect could make known the deficit & call for a further appropriation. It is not to be supposed that the sixty thousand dollars, appropriated is the measure & limit of the Government's obligation - if so, the Treaty could not have expressly stipulated "to pay the just claims" &c but would have, specified the sum of 60.000 agreed to be paid towards satisfying those claims See 10 Sec -

Under this clause, an equitable interest accrues to all persons holding such claims, to payment in full, or payment pro Rata. By what rule was the 60.000 distributed? By neither one nor the other for certain claimants, have been fully satisfied, whilst others, have been but very partially paid. This Position, asserting an equitable interest, is especially true of these claimants, they being the parties, recognized at the making of the treaty, & intended to be provided for. See Mr Schermerhorn's Letter dated Wilderness P.O. July 4th 1838. That letter also shews that

to as of Proof which we see is not an examination or adjudication by the Treaty -

Document No 4 shews that up to 21st July 1838 Mr Harris considered the case open & undecided

REPRODUCED AT THE NATIONAL ARCHIVES

the 17th Article, ~~appointed~~ "for that purpose". And being to "examined & adjudged" — their decision places the matter beyond the reach of the Executive since by the same clause it is declared that "their decision shall be final".

The second is, that whether a final decision has been made or not, the sum appropriated for this object has been exhausted. & therefore there are no means in hand.

This last ground is readily obviated; since it neither affects the justice of the claim, nor does it do away the obligation of the Government to pay this demand. It can only justify for a season, the delay of payment, until the Executive by communication to that effect can make known the deficit & call for a further appropriation. It is not to be supposed that the sixty thousand dollars, appropriated is the measure & limit of the Government's obligation — if so, the treaty could not have expressly stipulated "to pay the just claims" &c but would have specified the sum of 60.000 agreed to be paid towards satisfying these claims See 11 Sec —

Under this clause, an equitable interest accrues to all persons holding such claims, to payment in full, or payment pro Rata. By what rule was the 60.000 distributed? By neither one nor the other for certain claimants, have been fully satisfied, whilst others, have been but very partially paid — This Position, affording an equitable interest, is especially true of these claimants, they being the parties recognized at the making of the treaty, & intended to be provided for. See Mr Schermerhorn's Letter dated Wilkinsons S.O. July 4th 1838. That letter also shows that

REPRODUCED AT THE NATIONAL ARCHIVES

the 60.000 was not intended as the limit of the Government of obligation. For this claim being one of many, was not determined as to Amt, but subjected to be ascertained in a designated way.

In the progress of executing this Treaty the sum appropriated being inadequate to redeem a portion Treaty Stipulation; shall the Treaty fail? If an other & coordinate power were the Claimant, it could not, or in that case War might ensue. Can the case vary? A private Citizen being the Claimant? by no means. And especially not, because in addition to the Work & Labour done for which pay is asked, these claimants used special efforts & influence in aid of this government, as the mere price of Justice, which was the special reason for stipulating for the payment of those preexisting "just claims" See the same Letter.

It is alledged, there is a residue of this 60.000 $ unexpended. It would seem then, that so much as may be on hand, ought to be paid to these claimants beyond doubt. Unless

By a Decision of the "Commissioners appointed" whose "decision" was by Treaty "to be final" they are foreclosed. Is this so? Let us examine.

What Decision? you perceive it must be a decision on claims arising under this 10th clause of the Treaty article Sixteen, Citizens of U. S. against the Cherokee Nation.

A Decision by Whom? Have you see by the 11th Sec it must be a Decision of the "Commissioners appointed by the President" this excludes

every decision by any other tribunal. It must be
a decision too, that is preceded by an examination,
since the same article 17th that makes it final,
expressly provides, that the final decision can only
obtain when the Commissioners shall have
"examined & adjudged.
Hence we find, that the Decision cannot rightfully
obtain only by the said Commissioners, & not by
them until they shall have "examined" ~~& made & "adjudged"~~. This conclusion is obviously
just & exceedingly appropriate, since it con-
tributes to the object of the Treaty. The Parties
whose claims were stipulated for, by the 10 claim-
& referred to by Mr Schermerhorn's Letter, have
a right to insist on this fair & just proposition.

Is it true that these Commissioners have
"examined & adjudged". If so, it can be shown
It is matter of fact & can be proved. But let
us be careful not to adopt the sayings, actings,
or doings of any other person or tribunal, as final,
for these claimants have not only a right to
protest to such final character but to any
such actings by any other tribunal.

We have examined all the documents sub-
-mitted by the Claimants, & marked Doc Numbd
from 1 to 10 inclusive, to ascertain the truth of
a Decision being made. The only ground
for the allegation, is found in Doc 1. Doc No 4
& Doc No 8.

Document No 1 affirms that the Commission-
-ers before that time, had referred these claims to the
Indian Committee, raised by the Treaty, revised

REPRODUCED AT THE NATIONAL ARCHIVES

& "adopted the report & recommendation of the Committee" This assumption is supported, if at all, by reference to the record herewith - The decision thus referred to, is that contained in the "Adoption of the "Report & Recommendation of the Committee".

First - Suppose the record referred to sustains this assumption in point of fact - These claimants are not precluded by the adoption of a "report & Recom=mendation" of the Indian Committee - because it does not constitute an examination & adjudi=cation by the Commissioners - contemplated by the Treaty - The Indians were parties & not judges in their own cause -

But the "Record" referred to by Mr Wilson in Doc No 1 - does not support the assumption in point of fact, since it proves by inspection that the Commissioners, "deemed it inexpedient at this time to express an opinion" &c, they "assent to the conclusions to which the Committee have ar=rived so far as to order & adjudge that certifi=cates &c" & are influenced & led to it, not by an examination of the claims, but by an "impres=sion that the Committee have faithfully en=deavored to approximate the standard of Justice" &c - Now how can that be taken for an examination, which asserts that none is made - or that, for a decision, which, "deems it inexpedient to express an opinion", - or that, for an adjudication which, only assents to what another proposes & recommends, who only "approximates Justice"? is hard to conceive -

But in Doc No 1 It would seem that Mr

Wilson has "approximated" a Decision himself in these words "The result of all my examinations upon the case is so, if it be contended that this is a Decision under the Treaty — We have only to look in the same paper to learn that Mr Wilson did not so intend it, for he, maintains that his prede=cessors had no right to review the power of subsequent action — if that be true as to themselves, it is more so as to Mr Wilson — hence what he now says is no decision by his own authority.

In this same Doc No 1 referring to Mr Kennedy it is shown what [illegible] far Mr Wilson designed to go — which was merely to decide they could not review the former action of the Commissioners This is seen by his Reference to Mr Harris Letter.

Referring to Mr Liddell's opinion in same Document it appears he later [illegible] seen & with better knowledge of the services, places a different estimate on them as we are sure is right —

The only decision of [illegible] is that referred to as of Record which we see is not an exam=ination or adjudication by the Treaty —

Document No 4 shows that up to 21st July 1838 Mr Harris considered the case open & undecided for he refers to the action then taking place by the Commissioners & recommends the reference to Attorney — This proves that the Department did not hold, the opinion referred to on record, to be a decision — for it is dated 8th July 1837 — a year previous — & one of the persons then acting had retired — & new commissioners appointed —

It is true Mr Harris speaks of "Decisions made

REPRODUCED AT THE NATIONAL ARCHIVES

=by you" the then Commissioners — but on exami=
=nation it will appear that the "decisions" made by the then Commissioners was only to assert a want of Power to review — If any further it was only to sustain the ~~opinions~~ "apart" of their prede=
=cessors, to certain "conclusions" so far as to open cer=
=tainly — to approximate the standard of Justice" with a "deeming it inexpedient to express an opinion & a reservation of a right thereafter to decide — All of which is seen to be any thing but an exami=
=nation or decision —

On reception of this Document the then Commissioners, so far from thinking the reference thus suggested, an interference "directly with their proceedings, or "final action", they adopted it as consistent with the situation of the case & referred it to Gentlemen & Lawyers of our State who stand at the head of the Profession.

By Document No 8 it is truly stated that the "Decision of the Commissioners is to be final" this however carries us back to the inquiry again whether there has been a decision — & the statement of Mr Crawford does the same — so does the Statement of the Commissioners, referring to "review their decision" when none in fact appears — The whole carries us back to the Doc. No 1 & the alledged Decision of "Record" —

What therefore has been the action on this subject first & last — First of all, it is referred to the Indian Committee, who had nothing to do with it, ~~[illegible]~~ — Secondly a quasi "assent" &c with a reservation of power

to decide, & an express declaration not to "express an opinion" & a waiver of the "examination". 3rdly A refusal to review on the grounds; 1st that the ~~[illegible]~~ prior action was a decision 2nd because the then commissioner thought enough had been paid, when by his own showing he too had not examined the case. 4th Ly at the suggestion of Mr Harris the Commissioners refer the case to Lawyers who report. 5 The adoption of the award is refused on the ground that there had been a "decision" – & this is yet the ground after repeated wherefore this claimants cannot get a fair examination & full, of their claims & a judgment thereon as by the Supreme Law entitled – A fair Examination they did get by the reference & yet they cannot get their due.

We cannot refrain from expressing our belief with all respect to those having charge of this subject heretofore, that there has been, ~~an examining of duty [illegible], which has resulted, in~~ been a ~~[illegible]~~ virtual denial of the Claimants rights, under the Treaty, & specially pledged to them by Mr Schermerhorn – as well as an unequivocal perversion of Justice – We respectfully suggest & enquire whether the Claimants may not have a report favourable to that portion of their Claims – so far as may be found due them; that the fund in hand may be applied, & a further appropriation asked under the Treaty –

Richd W. Habersham
Wr. T. Colquitt
Lott Warren
Wm C. Dawson

Mark A. Cooper
Edward J. Black
E. A. Nisbet,

Mr. [illegible]

[illegible]

[illegible]

D. [illegible]

War Department
Office Indian Affairs
15th October 1844.

Gentlemen,

I transmit, herewith, in compliance with the verbal request of Mr Washington, the accompanying papers respecting the claims of Hansell, Underwood, Rockwell, Wirt & others — for professional services rendered the Cherokee nation — I have to request that, when you have examined them, they be returned to me.

A reference to the first two or three pages of Register of Payments, A or B, now in your possession will show you the statement of allowances made by the first Board of Commissioners for Lawyers fees.

As connected with the subject, I refer you to Report No 733 — House of Rept. Vol. 27 Congress 2d Session — being the report of Committee of claims on the petition of Messrs Rockwell, Hansell, and Underwood.

Very Respectfully
Yr. Obt. Servant
T. Hartley Crawford

Messrs Washington & Mason
Cherokee Commissioners
Washington
D.C.

Ind^l. 27.

D.C7. March 21. 1840

Indian Office.

Report. and 27th

answ^d. W. D. 29 March 1840

O.I.A. Cherokee D. 437.

Hon W. C. Dawson

Ch^n. Com^e on Claims

Mch 20. 1840

Wants copies of certain papers, designated in a list enclosed, bearing upon the claims of S. Rockwell Lothus, for legal services rendered the Cherokees

Rec^d. Mch 21. 1840

" — 4 —

Reported upon 26 March, '40.
Answ W.D. Mch 29. '40

File

Committee Room
30. March 1840.

The Honble. Secretary of War, will please cause the Committee on Claims of the House of Rep. to be furnished with Copies of the Documents, stated in the enclosed Schedule -

Very Respectfully

Wm. C. Dawson

REPRODUCED AT THE NATIONAL ARCHIVES

O. I. A. Cherokee H 683
Wm G. Hansell & J. Rockwell
Washington Jany 29 1840

Appeal from decision of the Department refusing to increase the amt allowed for their professional services, by the late Cherokee Commrs.

Enclose the letter Report[x] and Mr McDonald 20th July — the Commrs letter referring the matter to certain lawyers; with their award, and the Commrs letter reporting same. Also, a letter to Mr Liddell on the subject, and his reply.

x Report not recd from W.D.

Recd Jany 31. 1840
See letter W.D. to Prest U.S.

File (See over)

1 Jany 30th

Refd to the Secy of War for a report & his opinion
852 Jany 30 1840 M.V.B.

Indian Office.
Report recd

See letter to Prest U.S. from Secy of War of

File

The following papers enclosed herein, sent to Secy of War 26 Mch 1840 — see report of that date —
= copy of letter from Messrs Rockwell & Hansell to Mr Liddell of 17 Nov. 1839 —
= Mr Liddell's answer, to above, dated 18 November 1839 —
= copy of letter from Cher. Commrs to Commr Ind. Affs, of 22 Dec. 1838
= Copy of letter of appointment of referees by Cher. Commrs, dated 28 Nov. 1838
= copy of opinion of referees of 10 Dec. 1838
Also A. L. 30 —

Washington January 29. 1840 —

To His Excellency M. Van Buren
President of the United States.
Sir.

Availing ourselves of the privilege of Citizens of the United States, we ask leave to lay before your Excellency a brief statement of a Decision made by one of the Departments, which if not reviewed and reversed will deprive us of what we hold to be our just rights, and operate irreparable injury —

The decision of which the undersigned complain, will be found in the letter of the Hon. Secretary of War, of July 20. 1839 concurring in a report of the Commissioner of Indian Affairs of the 19th. of the same month, a copy of which accompanies the letter of the Hon. Secretary.

The position assumed in the report of the Commissioner of Indian Affairs, is, "that the commissioners after submitting the claims to professional men, still declining to revise their former decision does not seem to warrant any action by the Department, under the terms of the 17th. Article of the Treaty"

The undersigned do most respectfully contend, that the above opinion of the Commissioner of Indian Affairs, is not a just and legitimate conclusion drawn from the existing state of the facts in the case, and consequently erroneous.

The facts are these; On the 21st. July 1838, the Commissioner of Indian Affairs, by instruction of the Secretary of War, addressed a communication to the Commissioners of claims under the treaty, and suggested to them the expediency of submitting our accounts to disinterested practical members of the Profession, giving the claimants an opportunity to

REPRODUCED AT THE NATIONAL ARCHIVES

found in a letter of Col. James Liddell late a commissioner, addressed to two of the claimants dated 18th Nov. 1839.

By a clause in the 10th article of the Treaty, the United States guaranty the payment of <u>all the</u> just claims of Citizens of the United States for services rendered the Cherokee nation. Our claims have been duly examined, by those appointed by the Government for that purpose, and found to be just, and the amount of each ascertained. We therefore most humbly conceive that the justice of the Government will accord to us that, which is our due, and of which we have so long been deprived, as we conceive, by decisions not according with the plain principles involved in this matter.

We most earnestly ask, the interposition of the Chief Executive of the Government, to give such direction to our claims as may insure their early adjustment.

We are with due respect
Your Excellency's Most
Humble & Obt. Servts.

Wm. H. Hansell

J. Rockwell

REPRODUCED AT THE NATIONAL ARCHIVES

(4) 1838

11683

Doc No 5

Appointment of the interior

No 6

250

Cherokee Agency East
20th Nov 1838

Gentlemen

Agreeably to the suggestion of honble Secretary of War we do hereby submit to your reference the acct. of Messrs Underwood, Rockwell & Harris for services rendered the Cherokee Nation as their attornies, the payment of which has been provided for in the Treaty of 1835-6 - Copies of those acct. are herewith forwarded to you together with a copy of the proceedings had thereon before the national committee and the commissioners under the said treaty. The claimants being dissatisfied with the amount allowed them on their claims - and the Board of Commissioners relying on your competency from your long practice as attorneys in the Courts of Georgia to decide upon the merits of the several claims, hope that you will take them into consideration and report to them your opinions thereon at as early a day as practicable - Any three of those selected will be competent to make the desired report.

James Liddell
Thomas W. Wilson
Commissioners

Messrs Joseph H. Lumpkin
Nathan C. Sayre, Hiram Warner
Edward Harris, G. W. Poe
H. G. Lamar & Eli Baxter Esqrs.

REPRODUCED AT THE NATIONAL ARCHIVES

B52

(16) H683

Copy of the Opinion

C28 of C,894.

the Referees. in the cases

of

Messrs. Underwood, Rockwell, & Murrell

Doc No 6.

No 7

1838

No vote

Copy)

Milledgeville, Ga Dec. 10. 1838.

Gent.

The undersigned in compliance with your request, in the submission of the matters of accounts in behalf of Messrs. Hansell, Rockwell & Underwood against the Cherokee nation for professional services rendered as Counsel for the Indians, have the honor to report, that after a careful examination of the several items of charges in the accounts submitted — and a comparison with charges by professional gentlemen in the middle section of Georgia — and due consideration thereon, they are unanimously of opinion that Mr. Hansell should receive the sum of $24.588 — Mr. Rockwell should receive the sum of $22.920 — and Mr. Underwood the sum of $28.692 — subject, however, to be diminished by the sums heretofore paid to them respectively.

(Signed) Nathaniel C. Sayre
Edwd. Tracey
Hiram Warner, per E. Tracey
Washington Poe
Henry G. Lamar

I have signed the name of Judge Warner, by his particular request, as he was compelled to leave town before the award was written out. Edwd. Tracey

To James Liddell &
Thomas W. Wilson Esqr
Commrs. U. States

A true Copy Attest
Jno. C. Mulloy, Secry to Commrs.

REPRODUCED AT THE NATIONAL ARCHIVES

H. H. 683
Doc No 8.

War Department
July 20th. 1839.

Sir

Your communication of the 6th. Ult., recommending a reconsideration of the claim of Messrs. Rockwell, Underwood and Hansell against the Cherokee Indians, has been duly received, and in reply I transmit herewith the report of the Commissioner of Indian Affairs, which has my concurrence.

It is true that this department did advise the Commissioners to pursue a certain course in order to arrive at an equitable decision on the claim - but no authority is to be found under the Treaty for any further interference. The decision of the Commissioners is by its express terms, declared to be final.

Very respectfully
Your mo obed St
J. R. Poinsett

Charles J. McDonald Esqr
Macon
Geo-

REPRODUCED AT THE NATIONAL ARCHIVES

Col. S. Rockwell &
Maj. Wm. Y. Hansell
Milledgeville
Ga.

H. 683
Doc No 10
P52

1

(allow'd …)

No 9—

1839

Milledgeville 15th Nov 1839

Col. L. Rockwell &
Maj. Wm. J. Hansell

Gentlemen

Your note of yesterday making certain enquiries in relation to your claims recently before the commissioners under the late Cherokee Treaty, and desiring me to address a letter to the Hon. Secy. of War on the subject, has been received.

As the commission with which I was connected and to whom your claims with others of a similar character were according to the provisions of the treaty submitted is now closed, I would beg to be excused for declining to address a letter to the Hon. Secy. of War on the subject, but feel no delicacy in answering the several enquiries propounded by you, which you are at liberty to use as you may deem proper.

Your first enquiry then is, Whether at the time of the reference the action of the commissioners was regarded as final and conclusive. In answer to this enquiry I can state that the majority of the commissioners did not so regard it, and the record of the previous action of the commissioners distinctly left the subject open for future examination and decision.

To the second enquiry which relates, to the reference of those claims to the Hon. Secy. of War, I can state that

with the highest esteem and consideration
I am Gentlemen
your Obd. Servt
James Liddell

Letter of Harnett & McLeod [illegible] to Prest 12 5

"The award of these referees was reported by them to the Comr. & they in a communication to the Comr. of Indian Affairs of the 2d Jany 1838 require that "that the whole may be laid before the Hon Secy of War for his examination and decision if any action [illegible] and disposition" — from this course the inference is irresistible that the Comr. did not make the reference with any [illegible] to this own further action, but for the [illegible] and information of the Secy who had suggested it — for his guidance in [illegible] of any course the Government Executive might think proper to take in recommending the claim to Congress — That such a course was anticipated by the claimants & their advocates is manifest by reference to a communication on the subject from the Geo. delegation in Congress to the Secy dated Feby 1. 1840 in which they say " We [illegible] suggest & inquire whether the claimants may have a report favorable to the justice of their [illegible] so far as may be found in them; that the fund in hand may be applied [illegible] & a further appropriation asked under the treaty" —

J. Ross says — "they were to be paid when the Church [illegible] and [illegible] sufficiently with the [illegible] Claims [illegible] according [illegible] only stated in a decision of the [illegible] to be rendered according to the [illegible] 20th 1838 the compensation [illegible] and [illegible] of Feby 19 the good sense, justice and [illegible] in manner [illegible] the above stated [illegible] July 30 1840

1840

See his letter to Chairman [illegible]

Liddell was for receiving — $5000 more to be — 4000 to H & 1000 to R —

375.
1221. 12

13.815
11.256. 13786
2.562

7 Septr 32
7 Oct 32

1264.
90
60

Washington City
July 13th 1840.

To/
The Honble
D. Russell
Chairman of the Commtee on Claims — H. R.

Sir

In obedience to your request, I have the honor to submit a statement in relation to the Claims made by Messrs Underwood, Rockwell & Hansell, upon Cherokee funds, and which form the subject of the ~~writing~~ writings you have placed before me.

Mr Underwood was, as the Rev Mr Schermerhorn represents in his letter of July 4. 1838 to the Secretary of War, employed by "the constituted authorities" of the Cherokees, — I myself, being, at the time, Principal Chief of the nation. Mr Underwood associated with him Messrs Hansell & Rockwell. It is true that the engagement made by these same "constituted authorities" of our nation, required the gentlemen in question, "to prosecute and defend the rights of the Cherokee people in the several courts of Georgia." It is also true, as they themselves further declare in their memorial of Feb. 3. 1838, and repeat in that of Feb. 17 1840, that "from the nature of the engagement" [with the Cherokee "constituted

authorities, — the lawyers in question]" could not be employed against them in any case."

The terms upon which the services of those gentlemen were secured, are stated in their own memorial of Feb: 17, 1840. They were "to be paid when the Cherokee difficulties with the United States should be settled;" and, as previously stated in a document of the commissioners of Claims dated March 20, 1838, the compensation was to be "rendered according to the good sense, justice & discretion of the nation."

While thus in the nation's employ and under conditions so impossible to be mistaken, the Reverend Mr Schermerhorn states in a letter to the Secretary of War dated July 4, 1838, that he had "deemed it of the utmost importance to secure the assistance and co-operation of these gentlemen in order to effect a Treaty with the Cherokee people." The lawyers themselves own in their letter of September 16, 1837, that such a Treaty as the Reverend Mr Schermerhorn proposed encountered the "untiring hostility of John Ross," the head of the "constituted authorities", and could never have been accomplished but for the exertions made on their part, "not only in procuring the Treaty, but also in procuring its ratification." They say in their memorial of Feb. 9, 1838, that "during the winter of 1836, while the question of ratification was depending before the Senate of the United States, (indeed before the Treaty

was

was once submitted to the President of the United States), Mr Schermerhorn desired one of them to visit Washington to aid in effecting that object:—They "accordingly repaired to Washington & remained there several months & during their stay, (and before the Treaty of Dec 1835 could be submitted to the Senate, it became necessary to obtain a supplemental Treaty, which, through their exertions, was effected)."

These passages, I think, will make it obvious to you that the engagement of the lawyers in question with the "constituted authorities" of the Cherokee nation, was broken by the lawyers, that they went over to a party whose encroachments they had covenanted to resist. From the moment of their change, the Cherokee nation could no longer regard them as in their employ, and consequently not as claiming any further claim upon them than such as might be awarded for the past, "when the difficulties with the United States should be settled"; and the amount of which was to be regulated "according to the good sense, justice and discretion of the nation."

The Cherokee "constituted authorities" will be ready to speak upon the subject of the compensation due to Messrs Underwood, Rockwell & Hansell, whenever the appropriate time arrives. But as to any claim these gentlemen may have

for

REPRODUCED AT THE NATIONAL ARCHIVES

for services rendered to the Revd Mr Schermerhorn & to the United States, they conceive it to rest entirely between them and their employers. For such services, the Revd Mr Schermerhorn, and the United States' government, are, of course, the only parties to whom these legal gentlemen can properly look for payment. The Cherokees must certainly protest against the stoppage for such a purpose of any monies of their nation in the hands of the United States government.

I take the freedom of observing, with regard to the sums already paid out of Cherokee funds to Messrs Underwood, Hansell & Rockwell, purporting to be for their professional services prior to the pretended Treaty, that each of these gentlemen have already received more than has been paid to the most faithful and effective friend of the Cherokees in the same cause, the late Mr Wirt, who never betrayed his trust. The gentlemen themselves admit that the Treaty they made was got up & carried through between them & the Reverend Mr Schermerhorn; and they ought to recollect that it was under one of the provisions of this very Treaty of their own, that the committee was appointed, who decided on their Claims. If their own committee under their own Treaty disappointed their hopes, what can be said by their first employers whose hopes they had

REPRODUCED AT THE NATIONAL ARCHIVES

they had themselves so sorely disappointed! Their application was never made to the "constituted authorities" by whom they were first retained; and it is from You, Sir, that I, the Principal Chief of the Cherokees, who are expected to pay them, now first derive my knowledge of their demand through their remonstrance.

In returning you the various writings upon this application, allow me to repeat that, although the lawyers engaged for our nation forsook us as their clients, there is no disposition on our part to take advantage even of this fair pretext for denying them any compensation whatever for their past labours. Their real services will be properly remembered in due time, if it shall then appear that they have not been so already. But the Cherokees certainly ought not to be called upon to pay those they employ, not only for doing their duty, but for deserting it & them. If the gentlemen in question have served the United States against the "constituted authorities" of the Cherokees, the United States, no doubt, will pay them liberally, but with their own money; — not, we trust with ours.

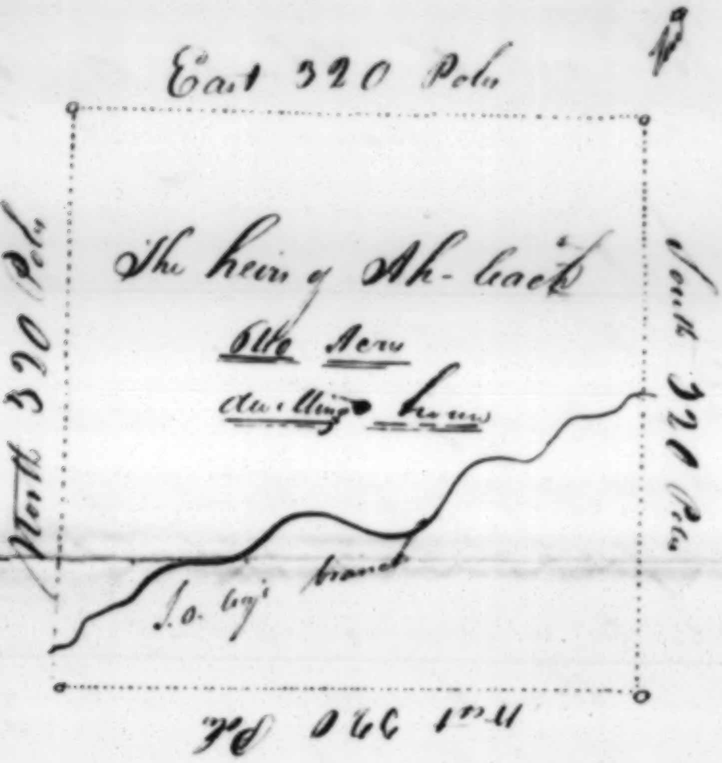
I have the honor to be
Sir
Your very obedient servant
Jno Ross

eg ster OF ReseRvations.1817 1819

Cherokee Treaty
1817

REPRODUCED AT THE NATIONAL ARCHIVES

AH LEACH



State of Tennessee

The undersigned Commissioner and Surveyor duly authorised have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen - and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians, surveyed and laid off to the heirs of Ah-leach six hundred and forty acres of land on T.o.tly branch corresponding with the

No. 48.

Heirs of Abr. Leach's

Plat and Certificate

640 Acres

Additional PLATS
IN SPecial File #131
+
SPecial File # 141
+
Special File # 158

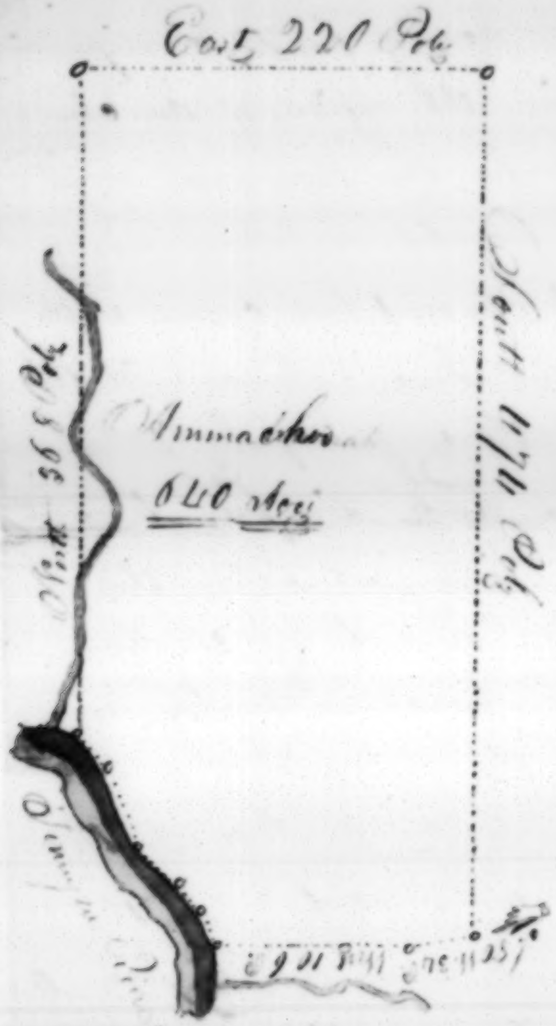
REPRODUCED AT THE NATIONAL ARCHIVES

AM-MA-CHER

No. 37.

J. Emmacher's
Plat and Certificate
Clk Alleg

REPRODUCED AT THE NATIONAL ARCHIVES



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians surveyed and laid off to

BACK WATER

N: 20.

Back Walez

Not and Certificat

6/10 Abels

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) having agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and of a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Back Water Six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee agent on the eighth day of September one thousand eight hundred and nineteen, butted and bounded as follows (viz) Beginning at a black oak Oolitah, [illegible] his South West corner; thence with his line East three hundred and

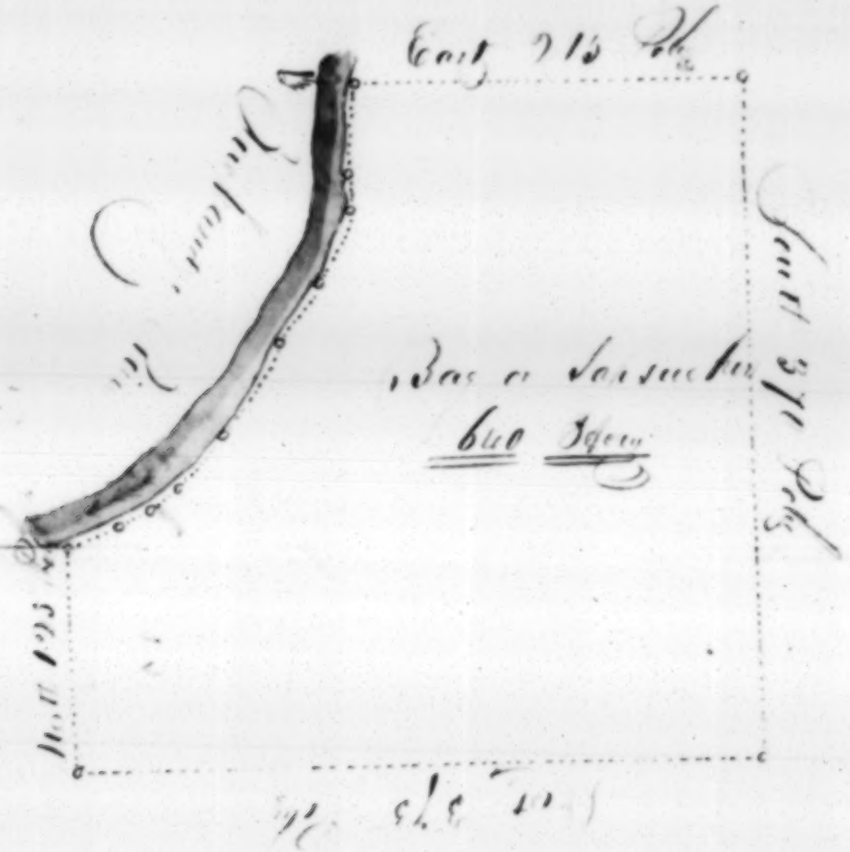
BAG (OR SAT[illegible])

No. 17.

Berg or Sapstucker

Plat & Certificate

640 Acres



State of Tennessee

We undersigned Commissioners and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to the Bag or Sapsucker six hundred and forty acres of land corresponding with the Registration of

REPRODUCED AT THE NATIONAL ARCHIVES

BALLRidge, JOHN

22.

John Baldridge's
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen. Surveyed and laid off to John Baldridge Six hundred and forty acres of land on the North side of Tennessee River. Beginning at two white oaks and a spanish oak on the bank of Tennessee River: thence West three hundred and eighty eight poles to a stake near a marked post oak: thence South three hundred and twenty poles to a post oak and

REPRODUCED AT THE NATIONAL ARCHIVES

BeAR Going In The Ho[illegible]e, The

No. 30.

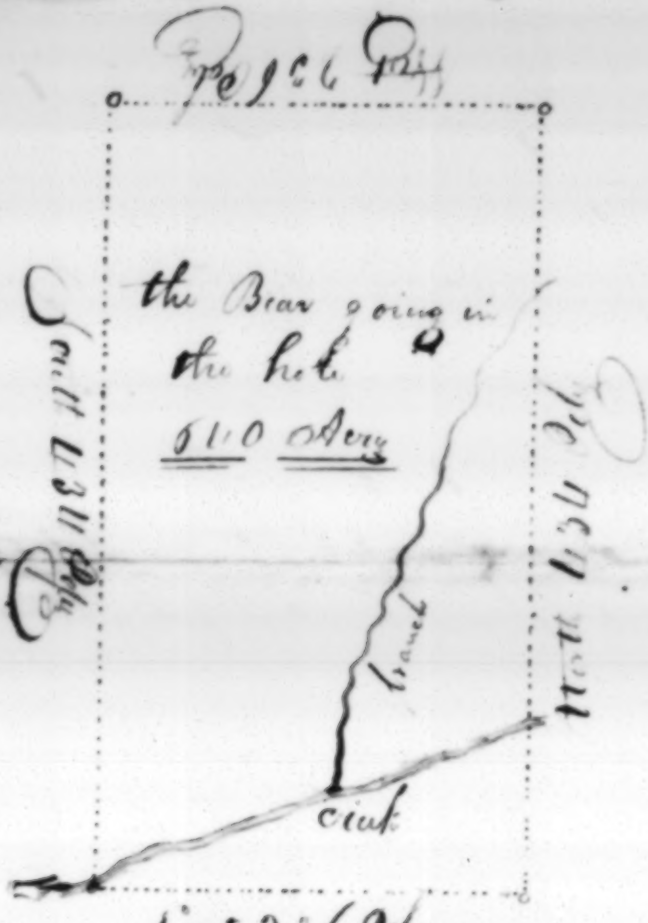
The Bear going in the Woods

Plat and Certificate

640 Acres

259

REPRODUCED AT THE NATIONAL ARCHIVES



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians Survey=-ed and laid off to the Bear going in the hole

BEAVER TOTER

No. 32.

Beaver Soler's
Plat, and Certificate
6110 Acres

State of Tennessee

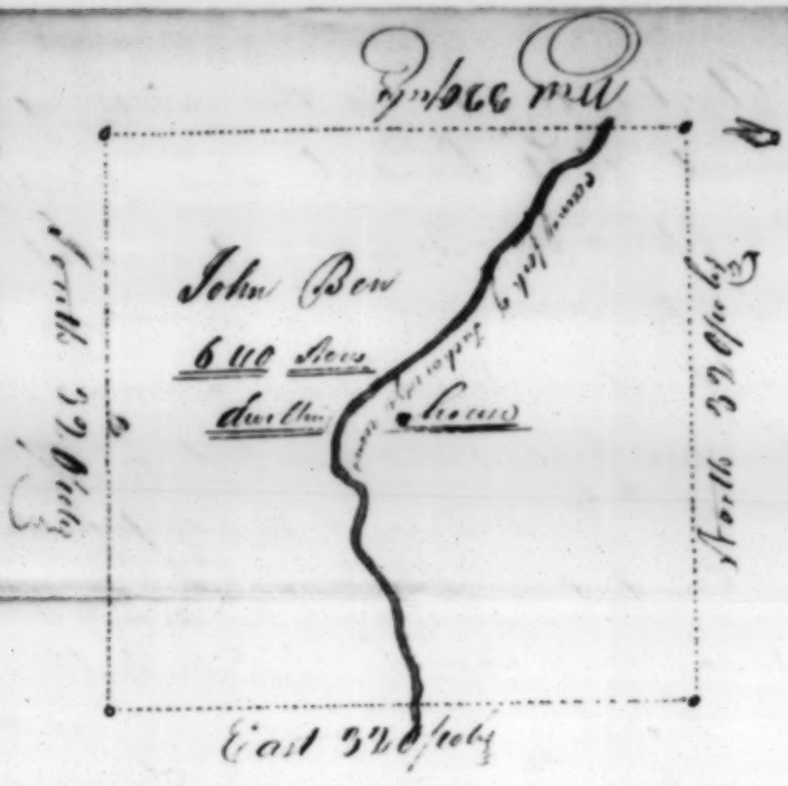
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians, surveyed and laid off to the (Beaver Toter) Six hundred and forty acres of land on on a branch of the first creek above Coosa old town house, corresponding with the registration of his claim filed with the Cherokee Agent on the eighth day of September one thousand & eight

BeN, JOHN

No. 50.

John Bin's
Plat and Certificate
[illegible]

REPRODUCED AT THE NATIONAL ARCHIVES



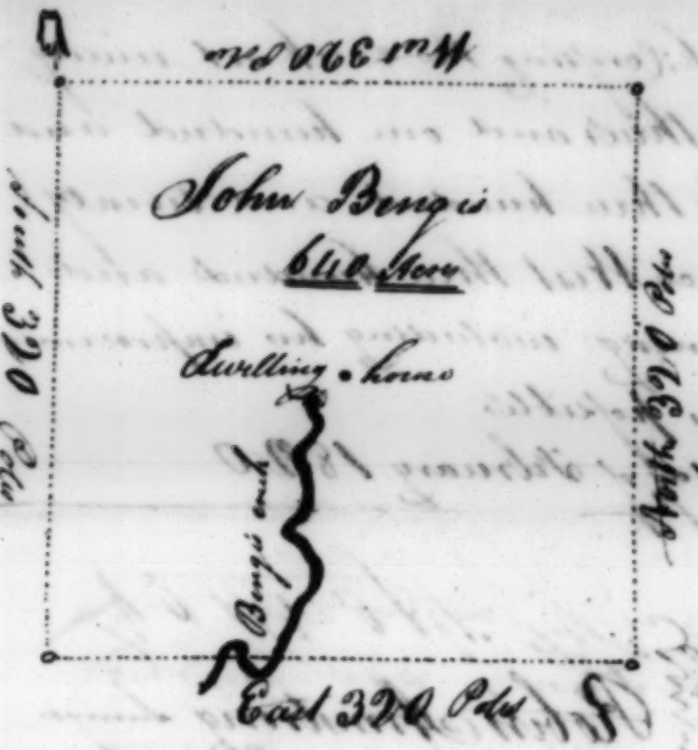
State of Tennessee

The undersigned Commissioner and surveyor (duly authorised) have agreeably to the terms of a treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen - and a treaty concluded at the city of washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians, surveyed and laid off to John Ben six hundred and forty acres of land on the caney fork of Tuck=asegee river corresponding with the registration of his

BUNGE, JOHN

21

John Benge's
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of the late Cherokee Treaty, concluded at the city of Washington, on the twenty seventh day of February one thousand eight hundred and nineteen: surveyed and laid off to John Benge Six hundred and forty acres of land on the North side of Tennessee River. Beginning at a small hickory, the North West corner of said John's survey; thence South three hundred and twenty poles, to a black oak and post oak sapling; thence East three hundred and

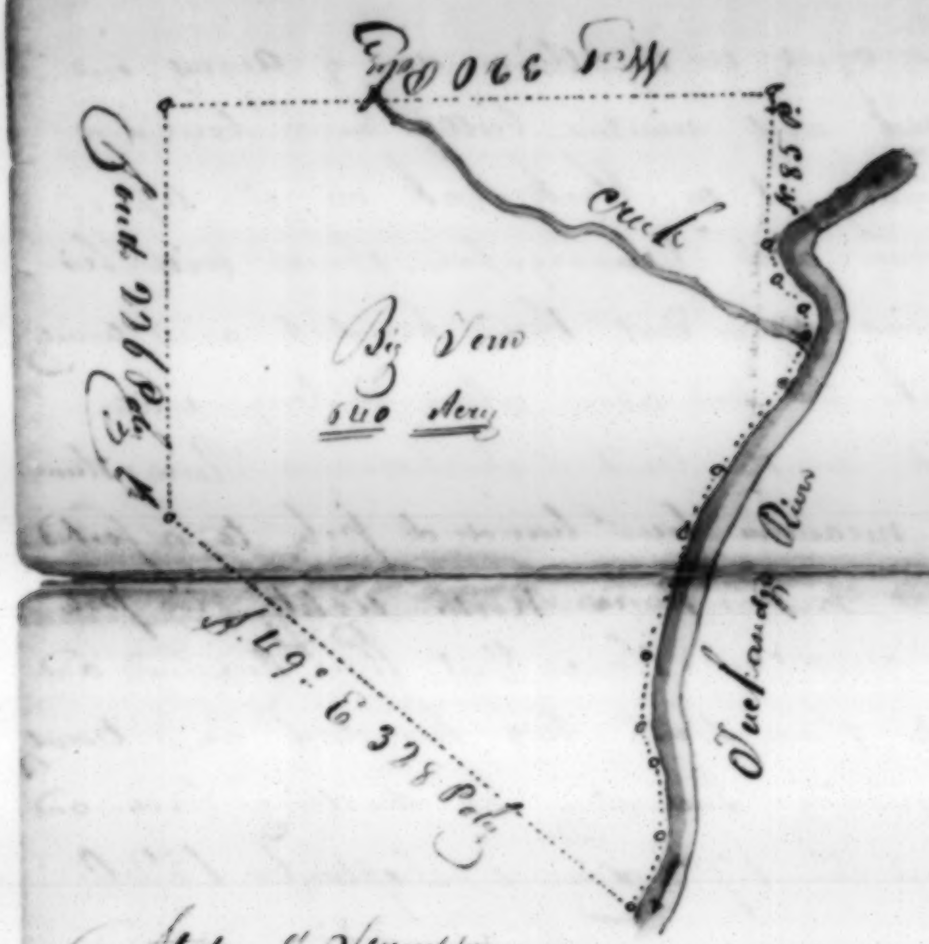
REPRODUCED AT THE NATIONAL ARCHIVES

BIG TOM

No. 16.

Big Town's
Plat and Certificate
640 Acres

REPRODUCED AT THE NATIONAL ARCHIVES



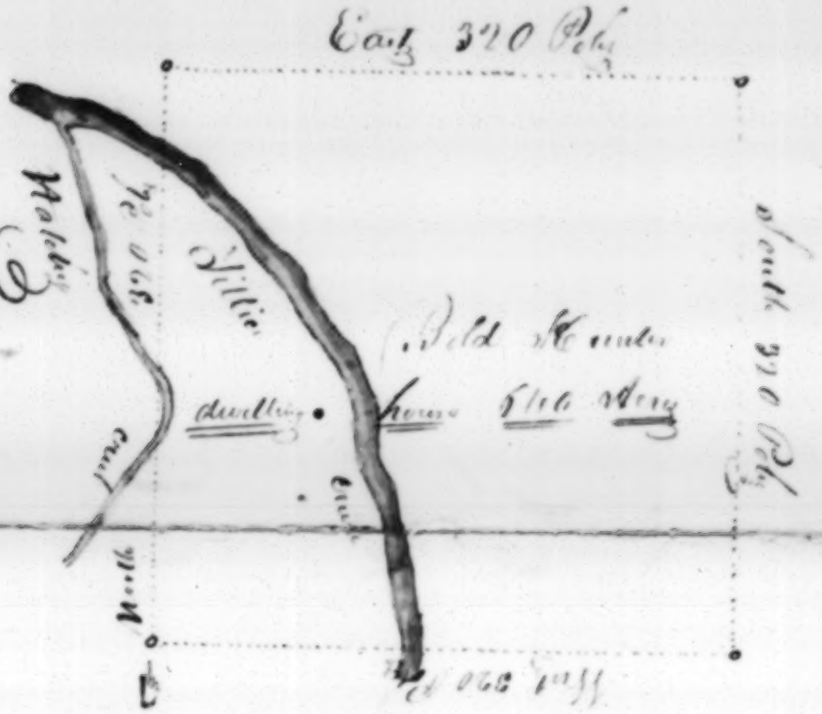
State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee nation of Indians surveyed and laid off to Big Tom six hundred and forty acres of land corresponding with the registration of his claim filed in the

BOLD HUNTER

No. 8.

Bold Hunter's
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and Cherokee Nation of Indians, surveyed and laid off to the Bold Hunter six hundred and forty acres of land corresponding with the Registration of his claim filed in the office of the Cherokee Agent on the thirty first day of March

REPRODUCED AT THE NATIONAL ARCHIVES

BROWN, JAMES

5.

James Brown's
~~Plat and Certificate~~
640 Acres

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee.

(The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City Washington on the twenty seventh day of February one thousand & eight hundred and nineteen surveyed and laid off to James Brown six hundred and forty Acres of land & in the Tennessee valley. Beginning at a post oak sapling and pine tree on the north side of the public road leading from Washington to John Brown's ferry on Tennessee River. thence West three hundred and twenty poles to a stake near a marked pine tree on the side of the Mountain thence South three hundred and twenty poles to a stake near a marked post oak and two black oaks at the foot

BROWN, JOHN

13

John Brown's
Plat and Certificate
640 Acres

(Sec 8
Tp 7 ? 7

State of Tennessee.

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, surveyed and laid off to John Brown six hundred and forty acres of land, on the North side of Tennessee

BURNS ARTHUR

Heirs of Arthur Burns

Plat and Certificate

640 Acres

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee } ss

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen. - and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians. Surveyed and laid off to the Heirs of Arthur Burn deceased six hundred and forty Acres of

CAT, The

No 50.

The Cat

Plat and Certificate

6100 Acres

State of Tennessee

The undersigned Commissioner and Surveyor duly authorized have agreeably to the terms of a treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and of a treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to The Cat six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the sixth day of

REPRODUCED AT THE NATIONAL ARCHIVES

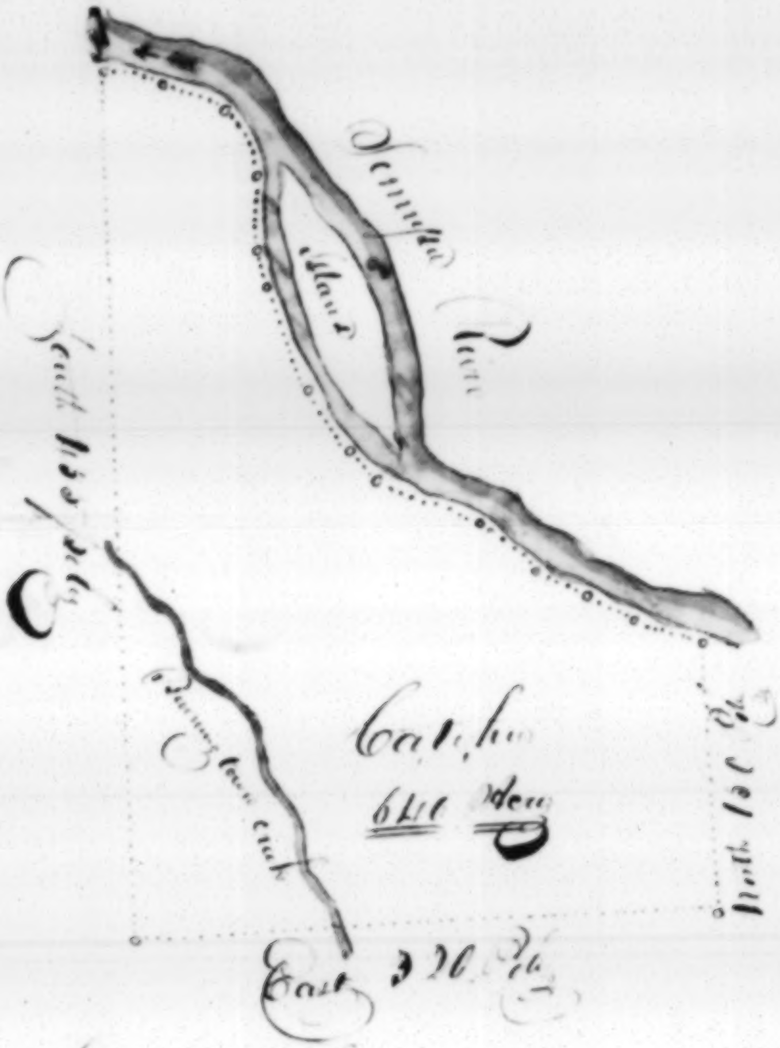
CATehee

No. 27.

Catchin's

Plat & Certificate

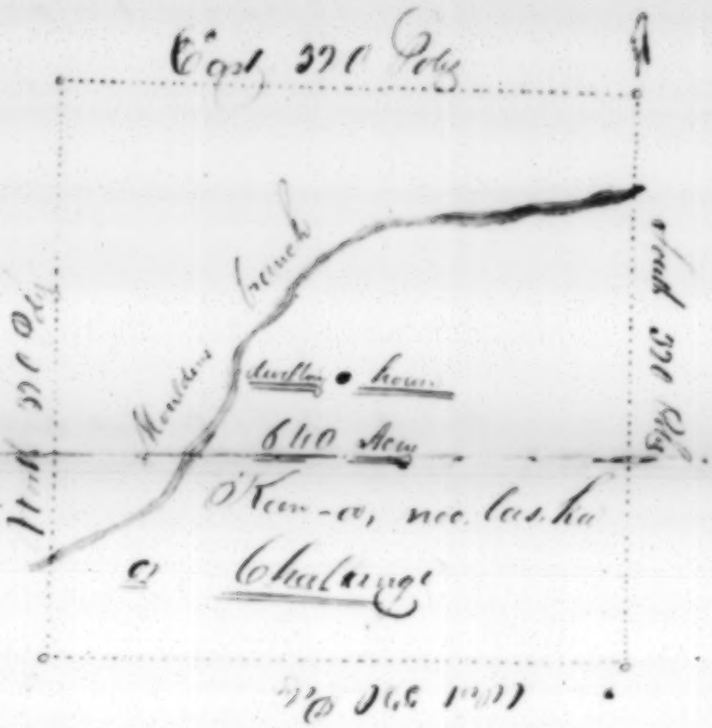
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen,

CHALLENGE (OR KAWANOOLEESKIE)



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Kan, oo, nee, las ka or Chalange six hundred and forty acres of land corresponding with

CHeeks, CATHERINE

C Cheeks 5
Reservation

10

Surveyed for [illegible] of one hundred and forty [illegible] in Jackson County and after fixing the improvement [illegible] the centre [illegible] it to cover the 33 Section of Township 9 Range 2 East of the base meridian and have laid the above plat down by a scale of one hundred poles to half an inch January 21st 1827

John [illegible] Sur

CHOCTAW

hundred and nineteen, butted and bounded as follows (viz)
Beginning at post and tree marked as pointers: the
South East corner of the Sixteenth section, third Township
and third Range West of the Basis meridian line; thence
West three hundred and twenty poles to a post and
tree marked as pointers; thence North three hundred and
twenty poles, crossing Goodfield creek to a post and
tree marked as pointers; thence East three hundred and
twenty poles to a post and tree marked as pointers; then
South three hundred and twenty poles, crossing said creek
to the Beginning. Including his dwelling house and improve-
-ments. Surveyed the 7th day of August 1820.

David Taylor } S.C.C.
Jesse Martin }

Robert Armstrong
Surveyor

No. 1.
Choctaw's
Grand [illegible]
640 Acres

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, Surveyed and laid off to Chuck,taw Six hundred and forty acres of land corresponding with the Registration of his claim filed in the office of the Cherokee agent on the twenty ninth day of July one thousand eight 59

hundred and nineteen, butted and bounded as follows (viz)
Beginning at post and tree marked as pointers; the
South East corner of the Sixteenth section, Third Township
and third Range West of the Basis meridian line; thence
West three hundred and twenty poles to a post and
tree marked as pointers; thence North three hundred and
twenty poles, crossing Goodfield creek to a post and
tree marked as pointers; thence East three hundred and
twenty poles to a post and tree marked as pointers; thence
South three hundred and twenty poles, crossing said creek
to the Beginning. Including his dwelling house and improve
-ments. Surveyed the 7th day of August 1820.

David Taylor } S.C.C.
Jesse Martin }

Robert Armstrong
Surveyor

No. 1.
Christ. Davis
Grand Coteau
640 Acres

CLUBB, The

No. 3 n.

The Clerk's
Plat and Certificate
Wt Sdeuz

Plat of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen with a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians surveyed and laid off to The Clubb six hundred and forty Acres of land corresponding with the registration of his claim filed in the

REPRODUCED AT THE NATIONAL ARCHIVES

Colones kee

No. 4.

Co. Co. mee. kei
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, Surveyed and off to Co,lo,nu,kee six hundred and forty Acres of land corresponding with the registration of her claim filed in the Office of the Cherokee agent on the seventeenth

REPRODUCED AT THE NATIONAL ARCHIVES

No. 11.

Connaughs

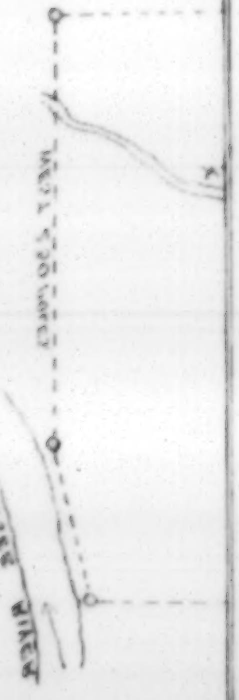
Plat and Certificate

640 Acres

State of Tennessee

The undersigned Commissioner con-
formably duly authorised have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen & also a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Connaughty six hundred and forty acres of land corresponding with the registration of his claim filed in the

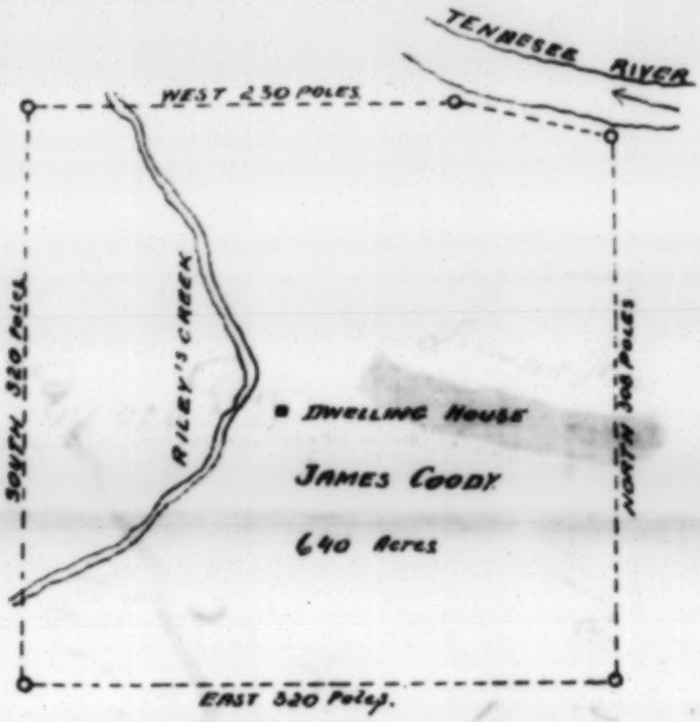
Coody, James



No. 10.

James Cordy's
Plat and Certificate
640 Acres

One blue print & copy sent
[illegible] Nov. [illegible]



State of Tennyese

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen - and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians surveyed and laid off to James Coody six hundred and forty acres of land corresponding with the Registration of his claim filed in the office of the Cherokee Agent on the seventh day of April one thousand eight hundred and nineteen, butted and Bounded as follows (viz) Beginning at a red oak and lynn on the bank of said River Tennyese just below the mouth of a gully, thence West two hundred and thirty four poles, crossing Riley's Creek at one hundred and seventy five poles, to a post and hickory, the second mile post on the Barr's Meridian line; thence with said meridian line south three hundred and twenty poles, crossing said creek to a stake in a field; thence East three hundred and twenty poles to a black jack on the top of a high Ridge; thence north three hundred and eight poles to a stake on the bank of said River; thence down its meanders ninety poles to the Beginning. Including his dwelling house and improvements.

Surveyed the 26th day of August 1820.

R. Houston

Robert Armstrong
Surveyor

David Taylor &
William Spence } S.C.C.

Coo Lu cH u

6 No. 542.

Geo. Crutcher's
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor duly authorised have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the Eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to Coo-lu-chee six hundred and forty acres of land on Tellico creek corresponding with the registration of his claim filed with the Cherokee agent

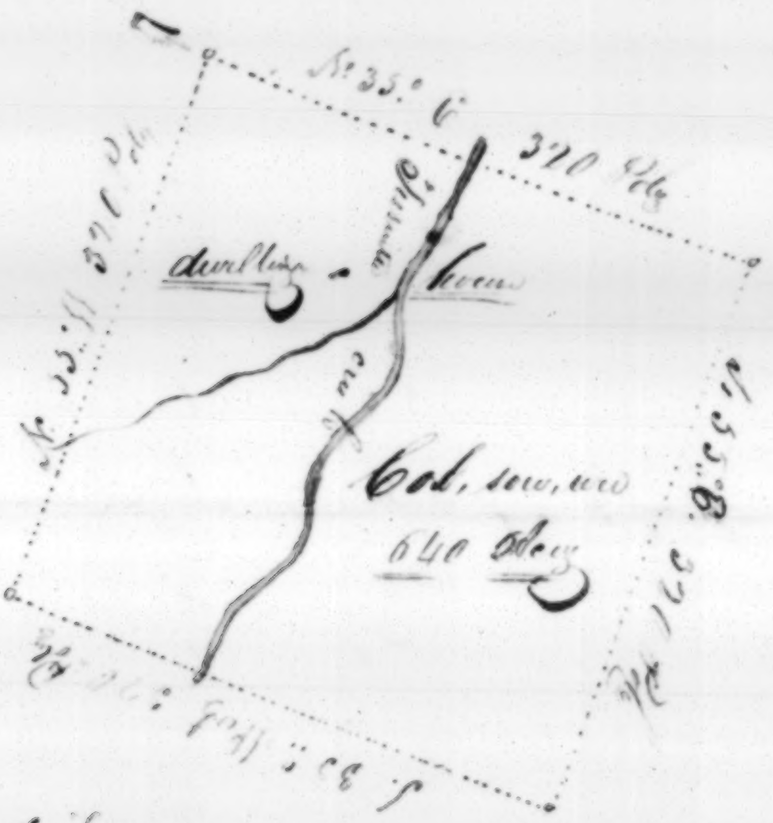
REPRODUCED AT THE NATIONAL ARCHIVES

No. 24.

Culmore's

Plat & Certificate

640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor duly authorised have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to Col. Seward, Six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee Agent on

REPRODUCED AT THE NATIONAL ARCHIVES

Elliot, Joseph

No. 79.

Joseph Elliott's
Plat and Certificate
640 Acres

State of Tennessee

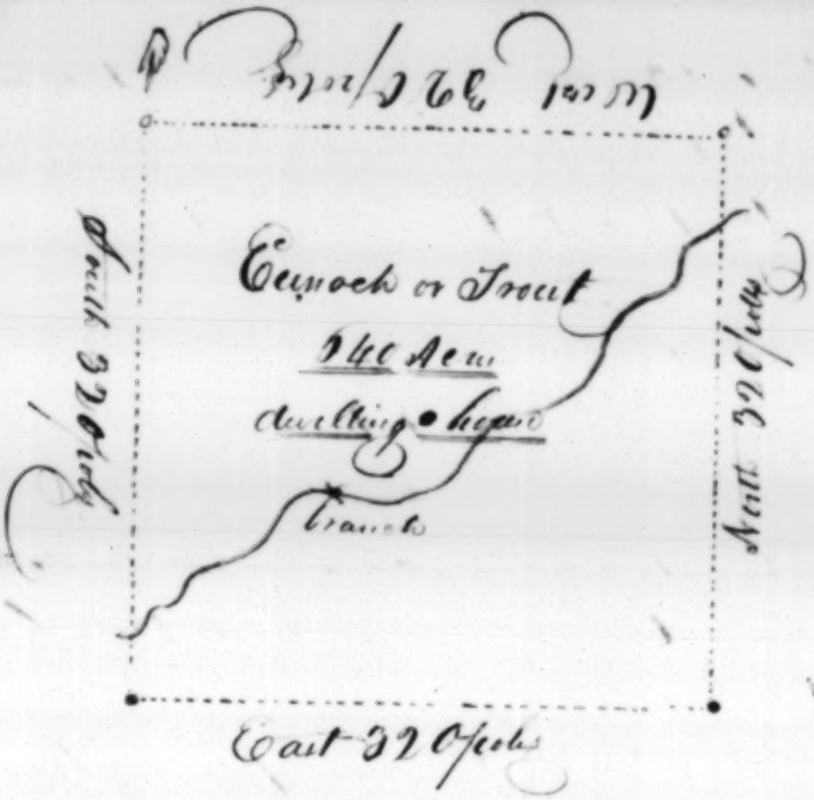
The undersigned Commissioner and Surveyor duly authorised have agreeable to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians surveyed and laid off to Joseph Elliott six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the

REPRODUCED AT THE NATIONAL ARCHIVES

ENNOCH (OR TROUT)

No. 56.

Enock or Trout's Platt and Certificate
6110 acres



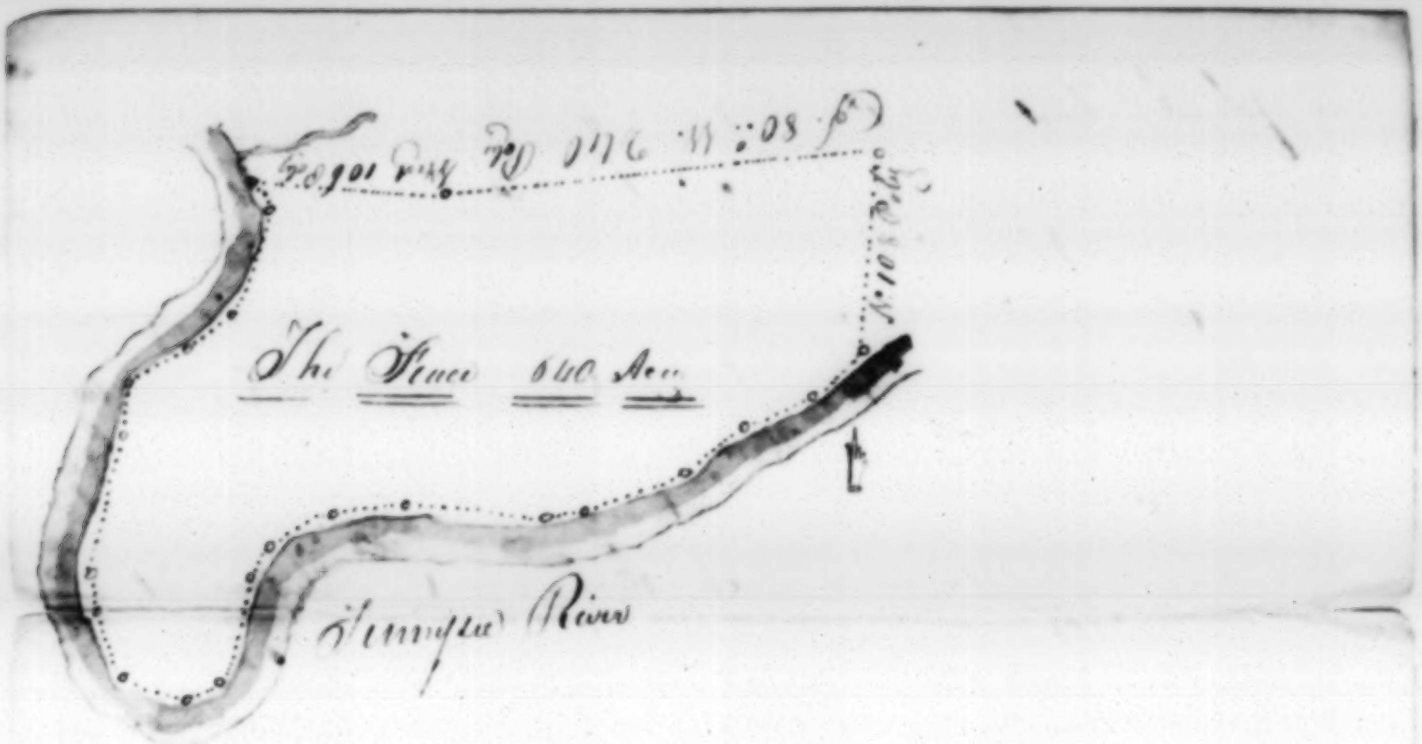
State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen – and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to Eu,nock or Trout six hundred and forty acres of land corresponding with the registration of his claim, filed with the

Fence the

No. 35.

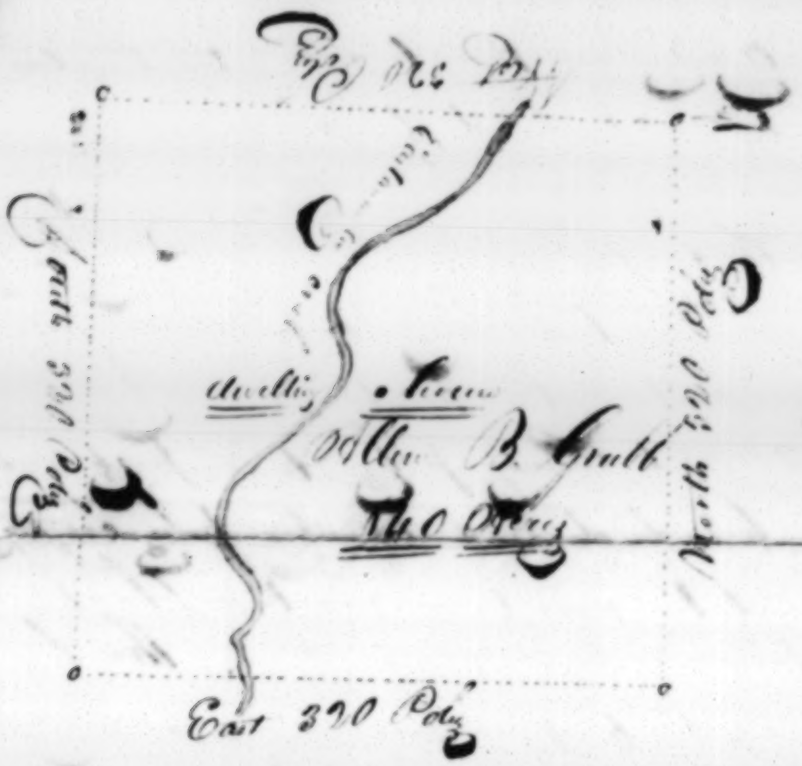
Jno. Simes's
Plat and Certificate
One Acre



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians Surveyed and laid off to the Reserve Six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee Agent on the eighth day of September one thousand eight hundred and nineteen, located and bounded as follows (viz) Beginning at

FURBY, ALLEN B.



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to Allen B Grubb six hundred and forty acres of land corresponding with the Registration of his claim filed in the

No. 3.

Allen B. Grubbs

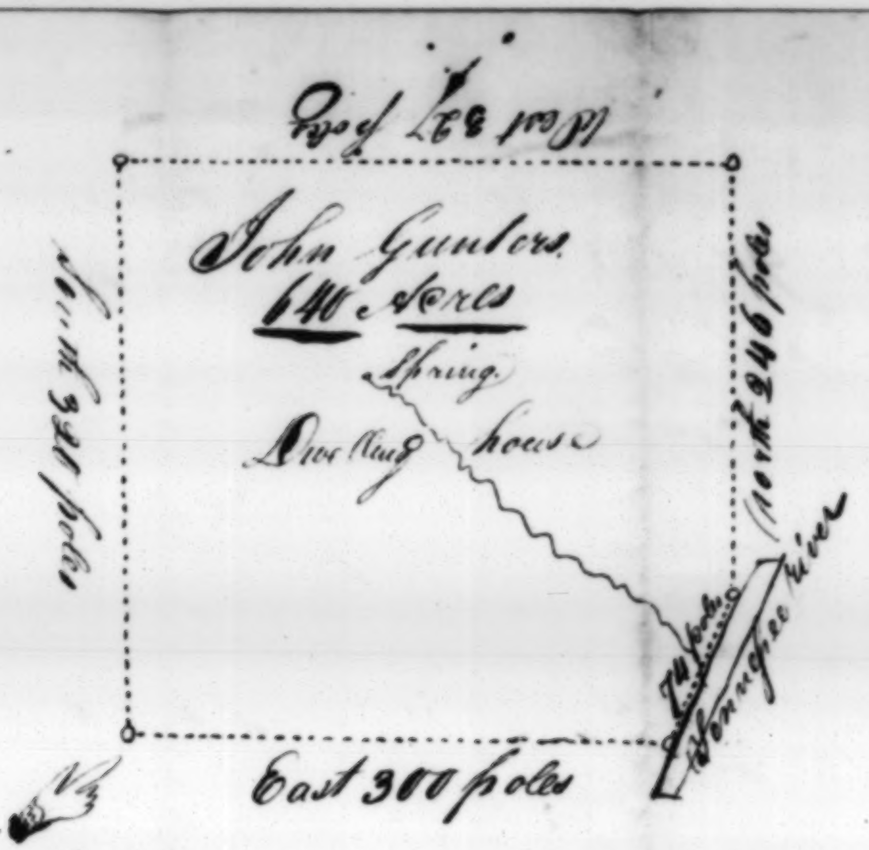
Plat and Certificate

640 Acres

GUNTER JOHN

John Gunters
Plat and Certificate
640 Acres

REPRODUCED AT THE NATIONAL ARCHIVES



State of Alabama

The undersigned Surveyor (duly authorised) has agreeably to the Cherokee treaty Concluded at the City of Washington on the twenty Seventh day of February One thousand eight hundred and nineteen, Surveyed and laid off to John Gunter, Six hundred and forty acres of Land, on the North side of Tennessee river, Begining at the South west Corner of said Survey on a black oak and two black Oaks pointers, thence East three hundred poles to a Sycamore, walnut and Sycamore on the bank of the said river, thence meandering said river North eastwardly seventy four poles to a walnut Oak and Sweet Gum thence North two hundred and forty six poles to a Stake and pointers thence West three hundred and twenty seven poles to a Sour wood, and hickory and Sour wood as pointers on the side of a ridge thence South three hundred and twenty poles to the begining, Including his improvement as near the Center as possible.

Surveyed the 27th of August 1827

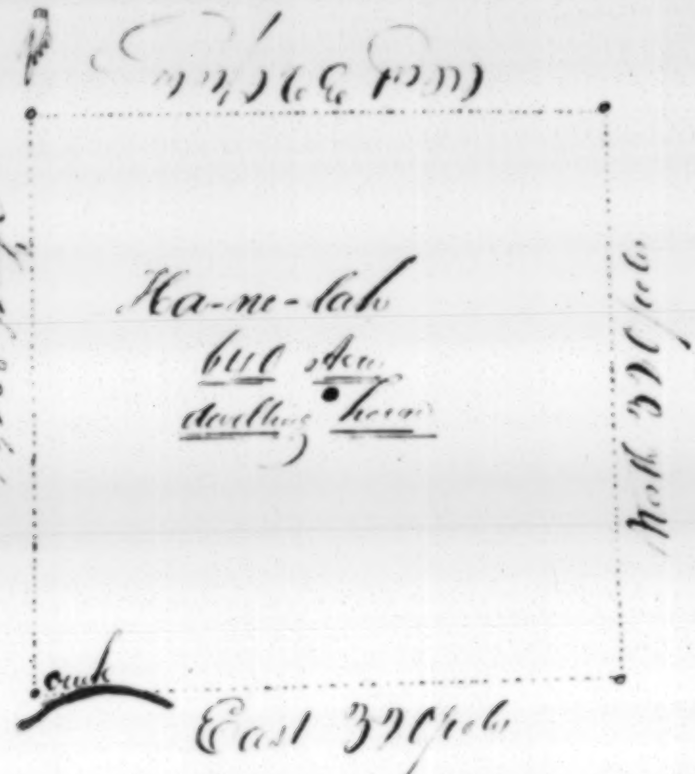
E M Hale

John Starnes

C P Hale Surveyor

No. 54.

Hamlah's
Plea and Certificate
6/10 [illegible]



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen and a treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee nation of Indians, surveyed and laid off to Ha-ne-lah six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the tenth day

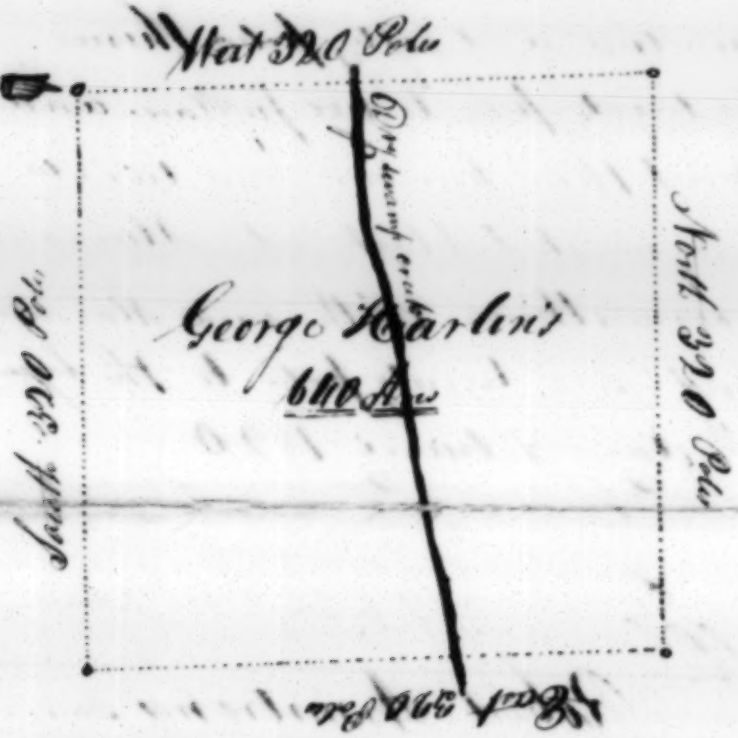
ARLIN, GEORGE

(3)

28.

George Harlins
Plat. & Certificate
640 Acres

(Rec. A. No 70)
(3)



State of Tennessee

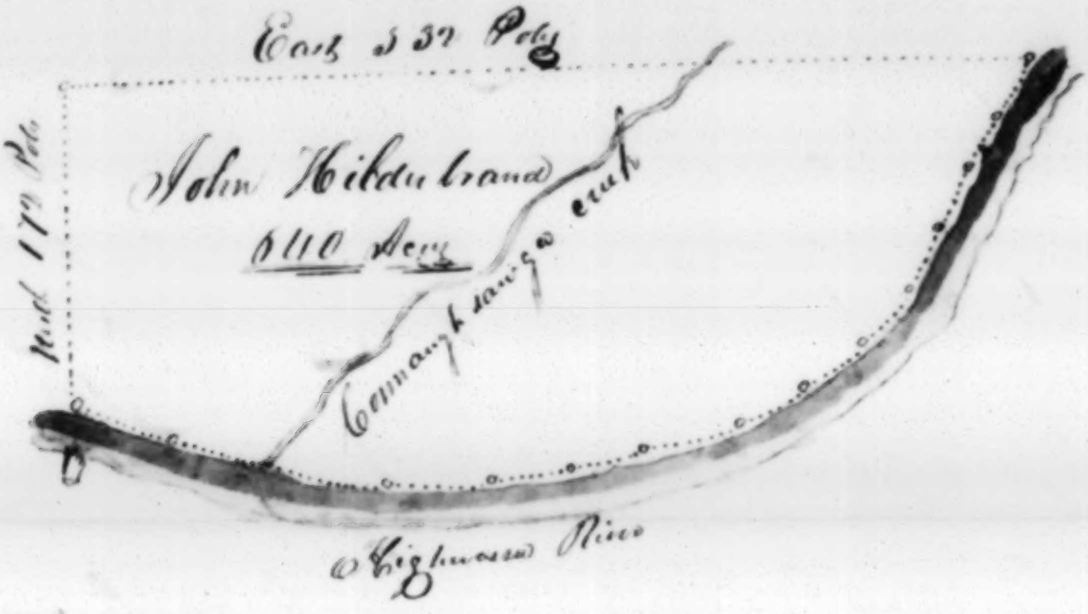
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, surveyed and laid off to George Harlin Six hundred and forty acres of land on the North side of Tennessee River. Beginning at a post oak the South West corner of Margaret Morgan's reservation. on the West side of a small pond: thence West three hundred and twenty poles to a sweet gum white oak and sour wood sapling's (crossing the dry

REPRODUCED AT THE NATIONAL ARCHIVES

HILdeBRAND JOHN

No. 66.

John Hildenbrands
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor, (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians — surveyed and laid off to John Hildebrand, six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee Agent on the third day of November one thousand eight hundred and eighteen, butted

JACK

No 22.

Jack's

Plat and Certificate

640 Acres

Jack
Aug. 12th 1812

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen - and a Treaty concluded at at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and Cherokee Nation of Indians, surveyed and laid off to Jack six hundred and forty acres of land on

... Jack a cherokee wishes to enter for a
... at his plantation on tennessee river as he
... the ceded lands of north carolina 3 in family

Return J. Meigs   C. F. Morrow

REPRODUCED AT THE NATIONAL ARCHIVES

JACOB

No. 13.

Jacob's

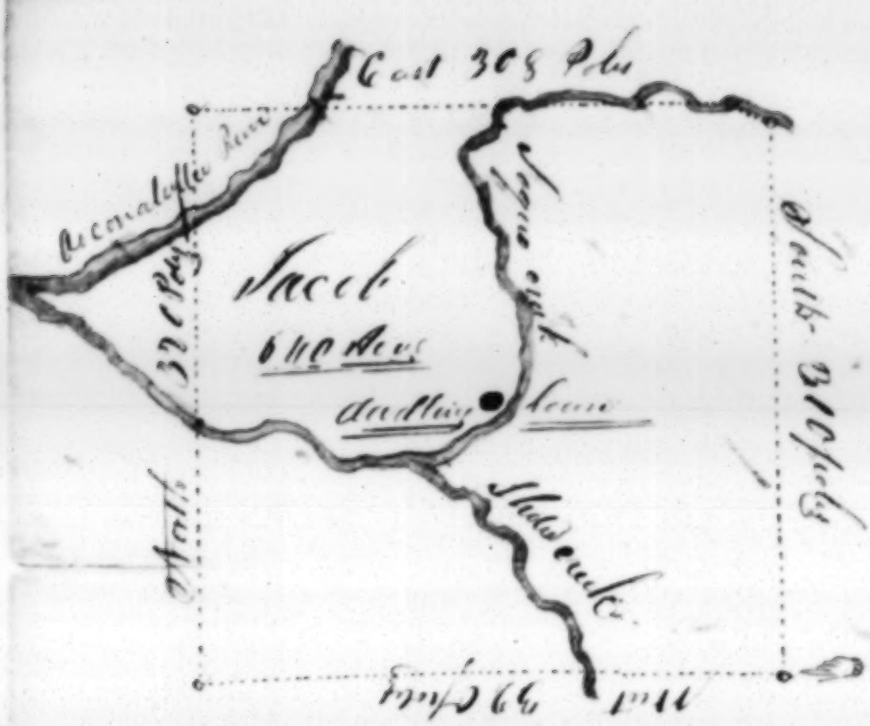
Plat and Certificate

640 Acres

No. 12 [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

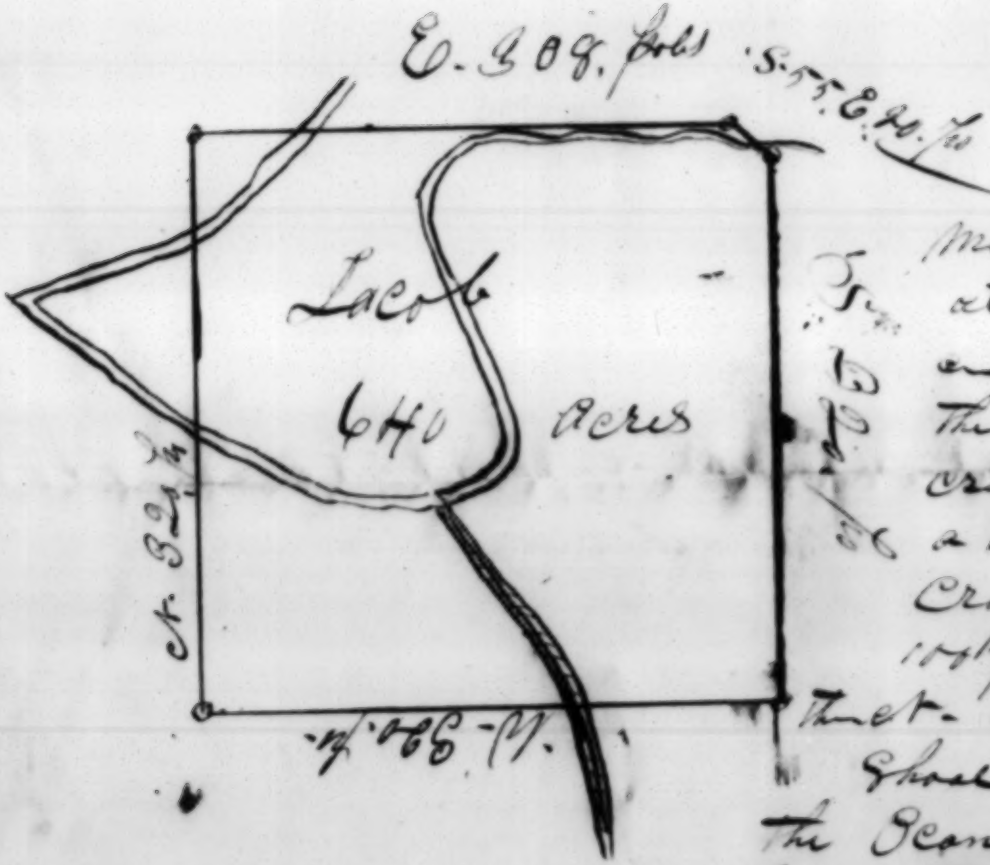


State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen - and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians. Surveyed and laid off to Jacob six hundred and forty acres of land on the Oconaluftee river, Soque and Shoal creeks corresponding with the registration of his claim, filed with the Cherokee Agent on the third day of August

Surveyor

Plat of Jacobs Res. Euon.
on Soco Creek at mouth of
Shoal creek crossing Oco-
nufta
Surveyed Sept 14. 1820



E Love - Surveyed for
Jacob 640 acres of land
On Soco Creek at the
mouth of Shoal Creek - Beginning
at a Black oak and Hickory
on a point of a Ridge on
the E. side of said Shoal
Creek - thence W. 320 po. to
a Stake in the mountain
Crossing said Shoal Creek at
108 po. at a marked Hickory
thence N. 320 po. to a Large pine crossing
Shoal Creek at 156 po. and Crossing
the Oconalufty 256 po. - thence E. 308
to a Stake on the former boundary
line Crossing the Oconalufty & Soco Creek - thence with
said line S. 55 E. 20 po. to a Stake in the creek - thence
South 810 po. to the beginning including his improvement
the house in the ~~Centre~~ Centre - Surveyed 14th Sept 1820

Henry Wikle
George Wikle } C.B.

Robert Armstrong

JONNY

No. 29.

Jenning's
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor duly authorised have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians

REPRODUCED AT THE NATIONAL ARCHIVES

JOHN

No. 31.

John's

Plat and Certificate

640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians. Surveyed and laid off to John six hundred and forty Acres of land corresponding

REPRODUCED AT THE NATIONAL ARCHIVES

JOHNSTON

No. 18.

D. Johnston's
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Johnston six hundred and forty Acres of land corresponding with the registration of his claim filed in the office of the Cherokee agent on the eighth day of September one thousand eight hundred and nineteen, butted

REPRODUCED AT THE NATIONAL ARCHIVES

JOHNSTON, PETER

No. 42.

Peter Johnstons
Plat and certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians Surveyed and laid off to Peter Johnston six hundred and forty acres of land, corresponding with the registration of his claim filed with the Cherokee Agent the twenty fifth day of

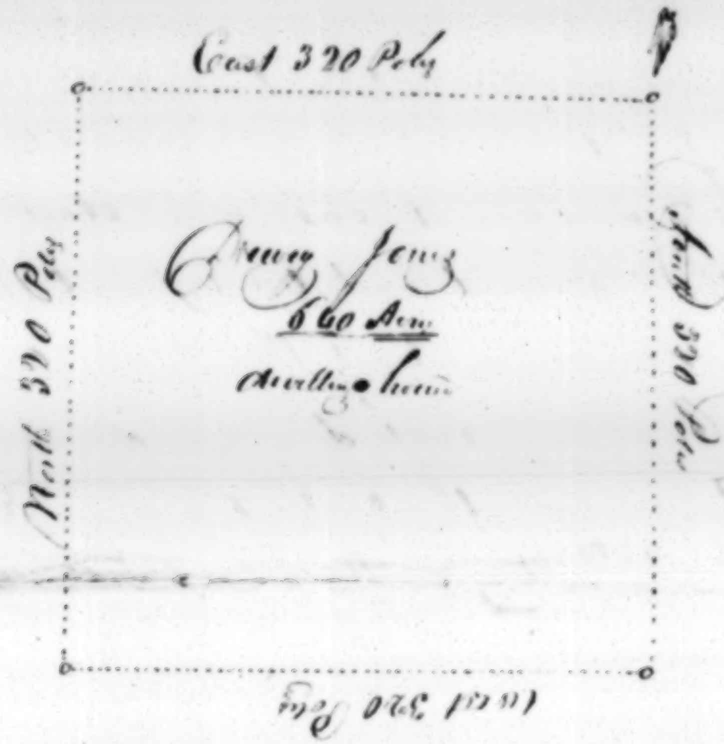
REPRODUCED AT THE NATIONAL ARCHIVES

JONES DRUWRY

No. 69.

Denny Jones's
Plat and certificate
6110 Acres

54



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty Concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians — Surveyed and laid off to Drewry Jones Six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the twenty second day of June one thousand eight hundred and eighteen butted and bounded as follows (viz) Beginning at a small

REPRODUCED AT THE NATIONAL ARCHIVES

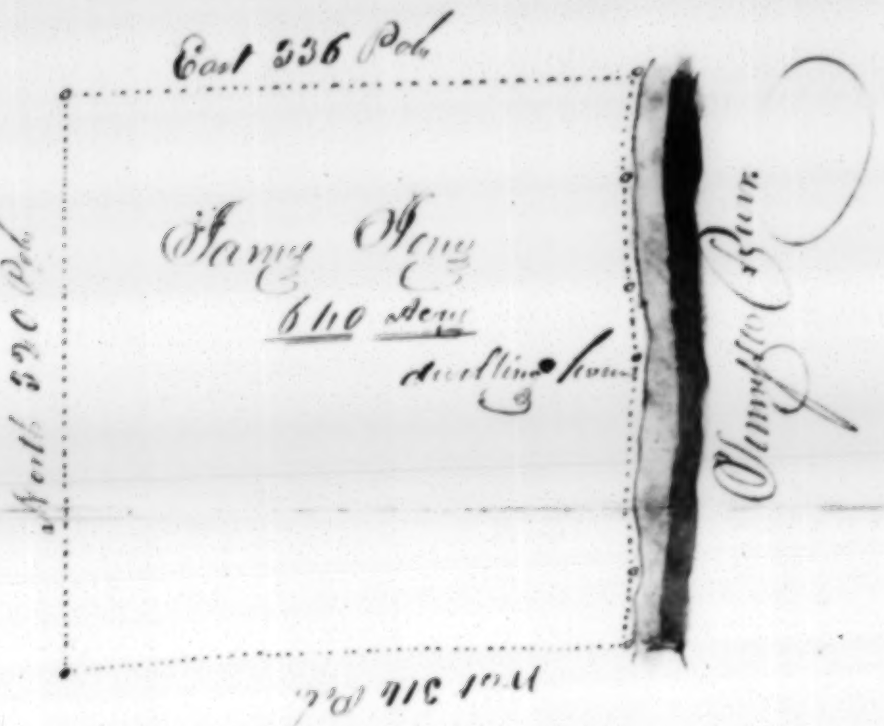
JONES JAMES

No. 70.

Isaiah Jones'

Plat and Certificate

610 Acres



State of Tennessee

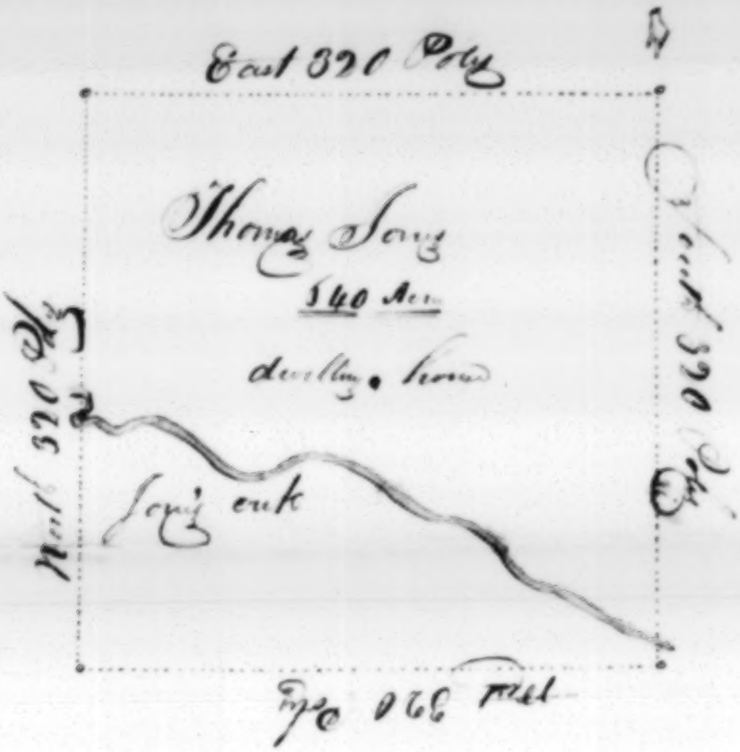
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — And a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians Surveyed and laid off to James Long Six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the

REPRODUCED AT THE NATIONAL ARCHIVES

No. 67

Shing Tenn'
Plat and certificate
640 Acres

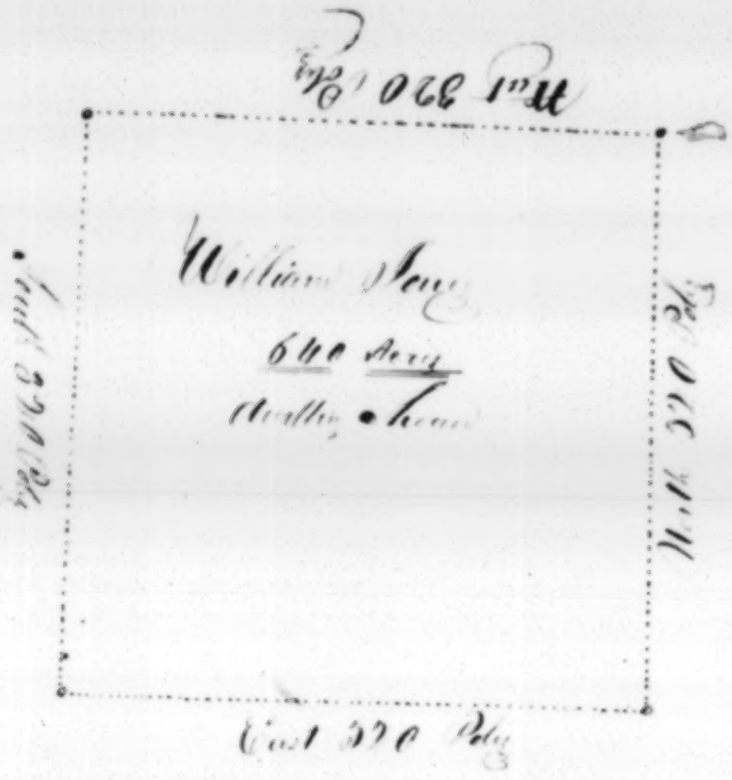
Sec 5 4 1



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians — Surveyed and laid off to Thomas Jones Six hundred and forty Acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the twenty second day of June

JONES



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to William Jones six hundred and forty acres of land corresponding with the Registration of his claim filed with the Cherokee Agent on the twenty second day of

REPRODUCED AT THE NATIONAL ARCHIVES

04.68.

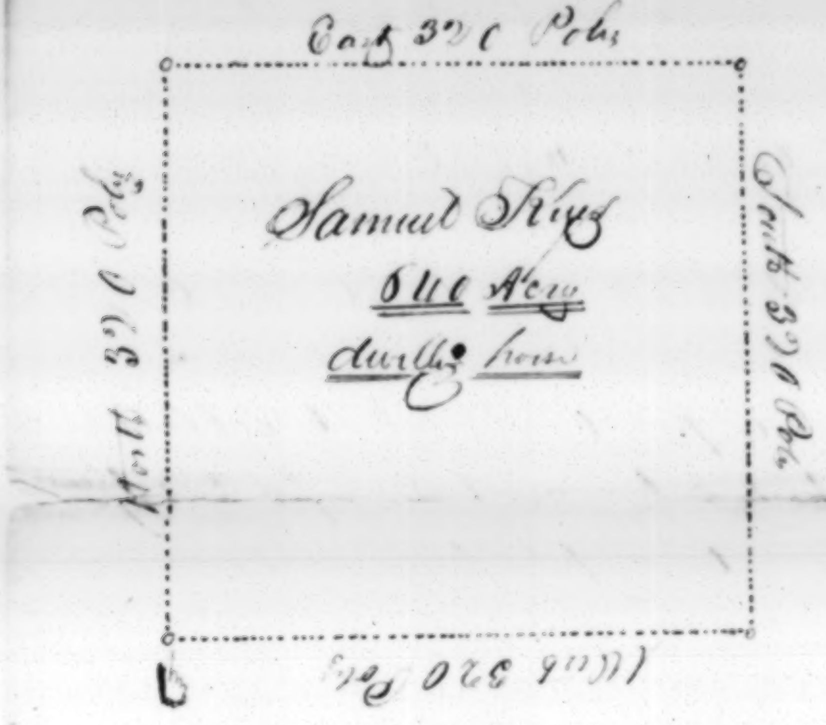
William Young

Stat. and certificate

640 acres

No. 75.

Samuel Key's
Plat and Certificate
640 Acres

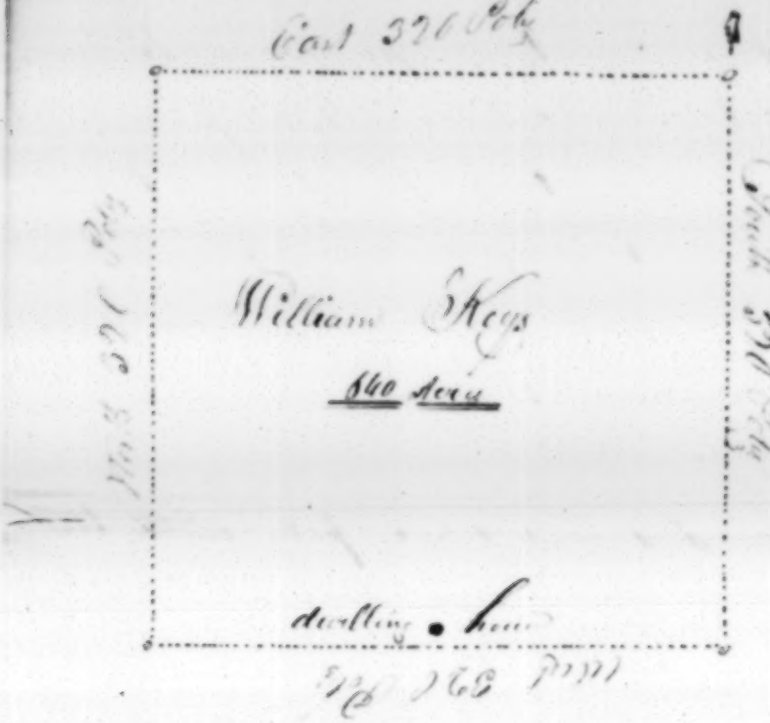


State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have pursuant to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen, & a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians. Surveyed and laid off to Samuel Keys six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the twenty eighth

No. 76.

William Keys'
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee nation of Indians. Surveyed and laid off to William Keys six hundred and forty acres of land corresponding with the registration of his claim filed with the Cherokee Agent on the sixth day of May one thousand eight hundred and eighteen, butted and

REPRODUCED AT THE NATIONAL ARCHIVES

LACY, ANDREW

No. 81.

Andrew Lacy's
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Andrew Lacy six hundred and forty Acres of land corresponding with the registration of his claim filed in the office

Little Deer

No 45.

Little (D) ecn

Plat and Certificate

1110 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen – and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to Little Bear six hundred and forty acres of land corresponding with the registration of his claim

LOWRY ELIZABETH

State of Tennessee.

The undersigned Commissioner and Surveyor (duly authorized have agreeably to the terms of the late Cherokee Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: surveyed and laid off to Elizabeth Loury six hundred and forty Acres of land on the North side of Tennessee river. Beginning at a stake on the North side of the dwelling house near the foot of a rocky mountain: thence West one hundred and sixty poles, to a spannish Oak and white oak saplings. At the foot of the mountain in the edge of a gully; thence South: three hundred and twenty poles to a large black oak (crossing the Georgia road at eighteen poles and Battle creek at one hundred and sixty poles; thence East two hundred and sixty five poles (crossing said creek at twenty four poles) to two hackberries;

on the bank of the river: thence up the river as it meanders seventy two poles to a hackberry sweet gum and elm, above the boat landing thence North two hundred and ninety two poles to two black oaks: thence South eighty six degrees West one hundred and sixty one poles to the beginning: including her improvements as near the center as possible.

Surveyed the 29th day of January 1820.

R. Houston.

Drury P. Armstrong, V.C.C.
Horace B. Houston.

Robert Armstrong. Surveyor.

LOWRY, GEORGE

State of Tennessee

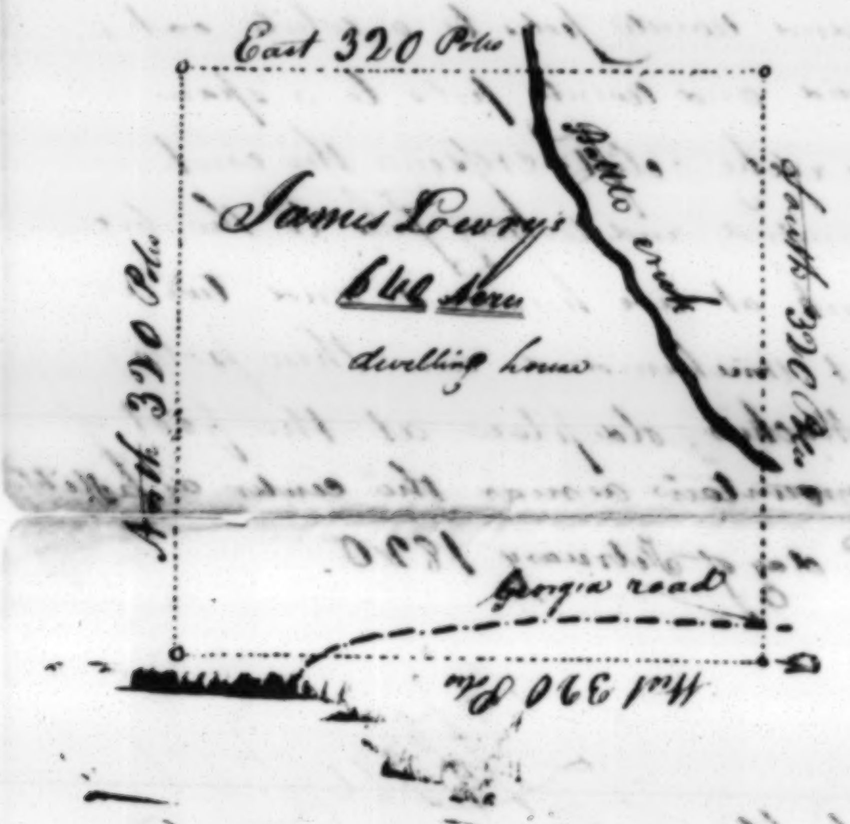
(The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington, on the twenty seventh day of February one thousand eight hundred and nineteen; surveyed and laid off to George Lowry six hundred and Forty acres of land, on the North side of Tennessee River, on Battle creek. Beginning at two elms and a hornbeam on the East side of said creek; thence East two hundred and twelve poles to a stake, at the foot of a rocky mountain (cross-

REPRODUCED AT THE NATIONAL ARCHIVES
REPRODUCED FROM HOLDINGS OF THE NATIONAL ARCHIVES
REPRODUCED AT THE NATIONAL ARCHIVES

Louis James

20.

James Lowry's
Plat and Certificate
640 Acres



State of Tennessee

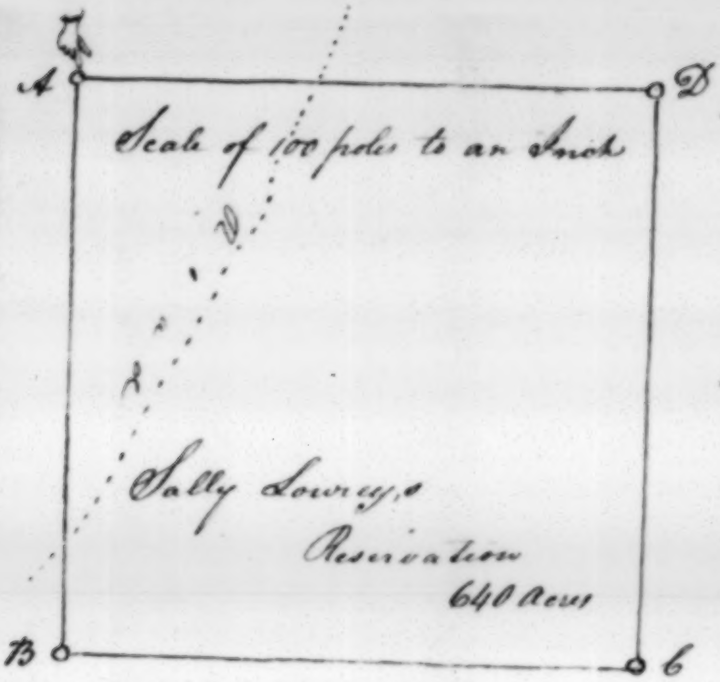
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: Surveyed and laid off to James Lowry Six hundred and forty acres of land on the North side of Tennessee River: Beginning at two small beech trees and a dogwood on Susannah Lowry's line; thence West three hundred and twenty poles, to a small elm and ash at the mouth of a rock well, on the North side of the road (crossing the road at two hundred and fifty poles) thence

LOWRY SALLY

REPRODUCED AT THE NATIONAL ARCHIVES

Plat & Certificate
of
Sally Lowrey's
Reservation 640 acs
Jackson County
Alabama

REPRODUCED AT THE NATIONAL ARCHIVES



State of Alabama

Jackson County

By the authority and request of James Glasgow Williams Deputy Agent of the Cherokee Nation. I have Surveyed a reservation of land for Sally Lowrey. Situate in Said County of Jackson on the north Side of Tennessee river on the Waters or draughts of Jones's Creek between two & five miles below the mouth of Battle creek and bounded as follows. Begining at a Dogwood and Whiteoak at the foot of Cumberland Mountain on the Southern boundary line of the State of Tennessee (as run and marked by Col William Mitchell) thence South three hundred and twenty poles to a hickory (having crossed the main road at 260 poles on said line) thence East three hundred and twenty poles to a stake near a hickory on a Swamp near Jones's Creek thence North three hundred and twenty poles to a Black Gum and Post Oak thence West three hundred and twenty poles to the begining (having crossed Said Main road at 130 poles on said line) Including the Improvements where John Newman, John Gunter & Jarret Jones now lives and part of Daniel Claytons and William Whittens Improvements

Surveyed 5th of March 1827

Marnoch Glazier & Sampson Clayton } CC sworn according to law

John Kelly
Surveyor

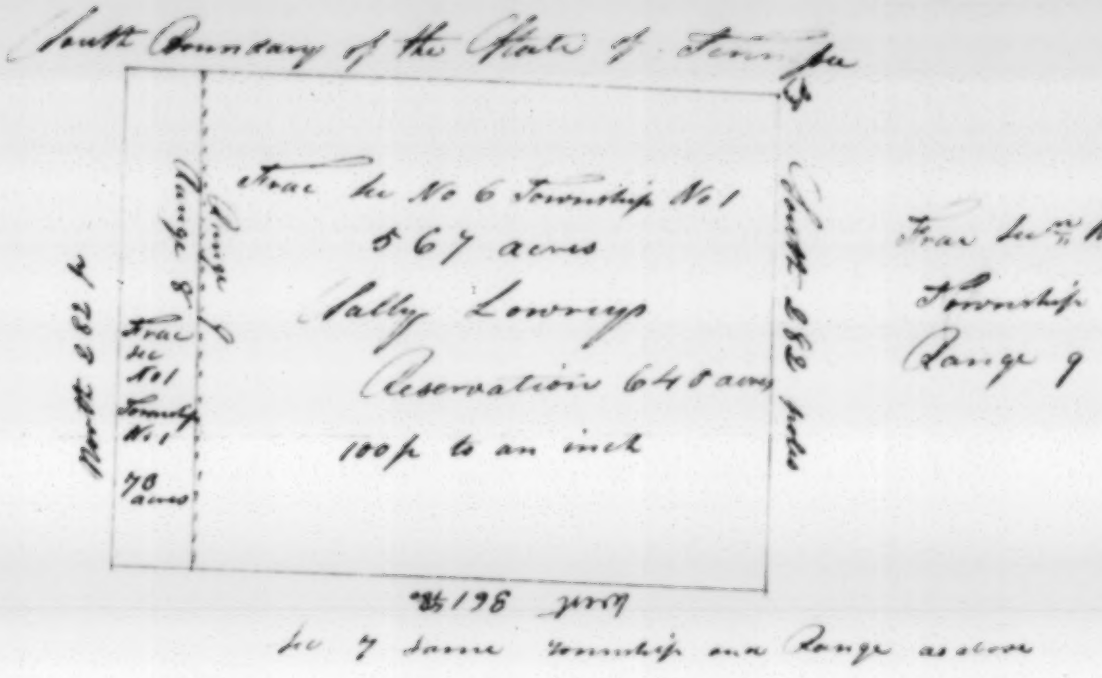
Sally Lowery

640 Acres

23

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES



I Saml. B. Mead who being duly authorized to survey a reservation for Sally Lowrey do certify that the foregoing plat and certificate of survey is situate in the County of Jackson and State of Alabama and bounded as follows to witt, Beginning at the ~~North~~ East corner of frac Section 6 Township No. 1 then running South 282 poles to the South E. Corner of said frac Sec 6. Then West 361 40/100 poles including 320 poles on fractional Sec No 6 and 41 40/100 on the line of fractional section No. 1 Township No. 1 Range No. 8 Then North 282 poles to the South Boundary line of the State of Tennessee then East 361 40/100 to the beginning including five hundred and sixty seven acres in Frac Sec No. 6 Township No. 1 Range 9. and seventy three acres in fractional No 1 Township No. 1 Range 8 There not being a complement in said fractional section No 6.

~~Including her improvement as near the centre~~ as practicable.

Surveyed this 26th Decr. 1829

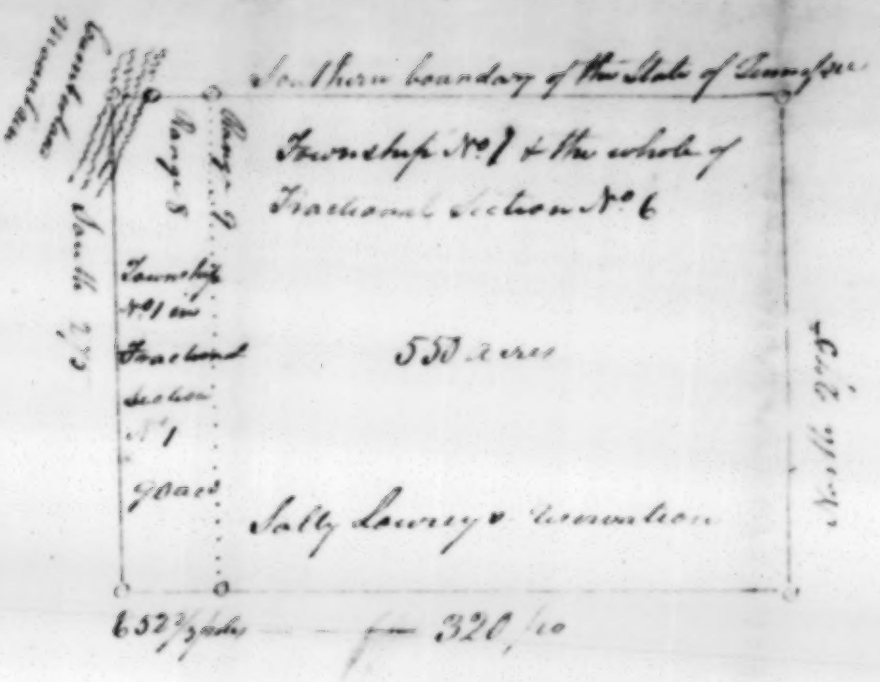
John Hunter } S.C.C.
John Newman }

Saml. B. Mead
Surveyor

REPRODUCED AT THE NATIONAL ARCHIVES

Sally Lowery
Plat —

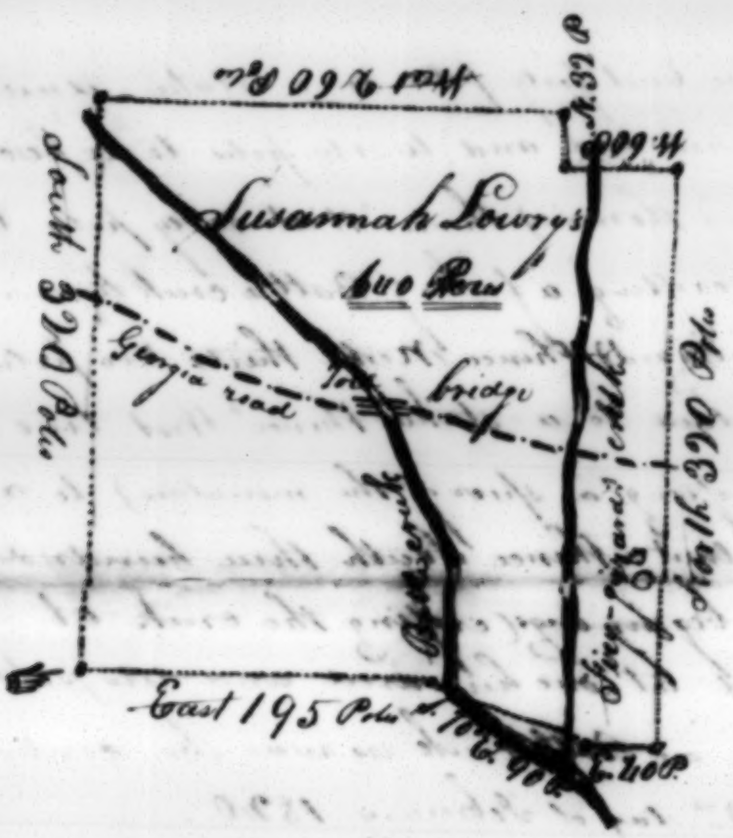
REPRODUCED AT THE NATIONAL ARCHIVES



LOWRY, SUSANNAH

19

Susannah Lowry's
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: Surveyed and laid off to Susannah Lowry six hundred and forty acres of land on the North side of Tennessee River on Battle creek: Beginning at a large white oak the South West corner of said Susannah's survey: thence East one hundred and ninety five poles to a stake on said creek: thence down the creek South seventy degrees East (near the foot of the mountain) ninety poles to a stake in Robert McLemore's line on the bank of said

REPRODUCED AT THE NATIONAL ARCHIVES

[illegible], GILES

No. 82.

Gilly McAnulty's
Plat and certificate
640 Acres

State of Tennessee

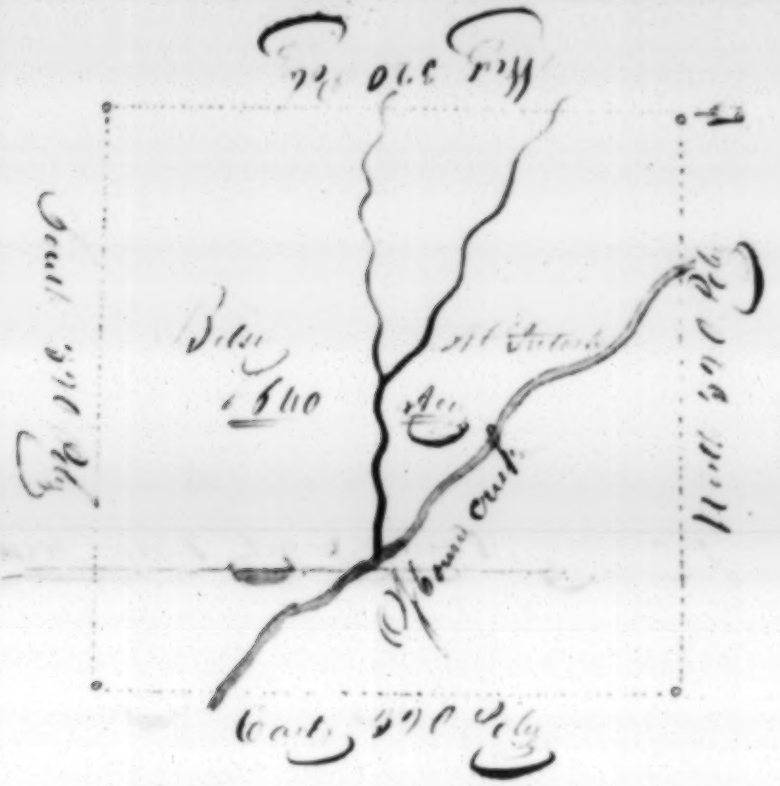
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen —and the Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians. Surveyed and laid off to Giles McAnulty six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee Agent

REPRODUCED AT THE NATIONAL ARCHIVES

McIntosh, Betsy

No. 6.

Betsy McIntosh's
Plat and Certificate
640 Acres



State of Georgia

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of the Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and Seventeen & that of treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians surveyed and laid off to Betsy McIntosh Six hundred and forty Acres of land corresponding with the nomination of her claim filed in the office of the Cherokee Agent on the twenty sixth day of March

JOHN

9.

John McIntosh's
Plat & Certificate
640 Acres

State of Tennessee.

(The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen. Surveyed and laid off to John McIntosh six hundred and forty acres of land on the south fork of Mouse creek. Beginning at a post oak on the south side of the creek, the North East corner of said McIntosh's survey: thence South three hundred and twenty poles to a black jack tree: thence west three hundred and

REPRODUCED AT THE NATIONAL ARCHIVES

My Name JOHN

No. 77.

John McNary's
Plats and Certificate
640 Acres

[illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians, surveyed and laid off to John McNary six hundred and forty acres of land on Tennessee River, corresponding with the registration of his claim filed with the Cherokee Agent on the

No. 85.

Nancy Merrells

Plat and certificate

640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeable to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Nancy Merrill six hundred and forty Acres of land corresponding with the registration of his claim filed in the Office of the Cherokee Agent on

REPRODUCED AT THE NATIONAL ARCHIVES

MILLER JOHN

No. 2.

John Miller's

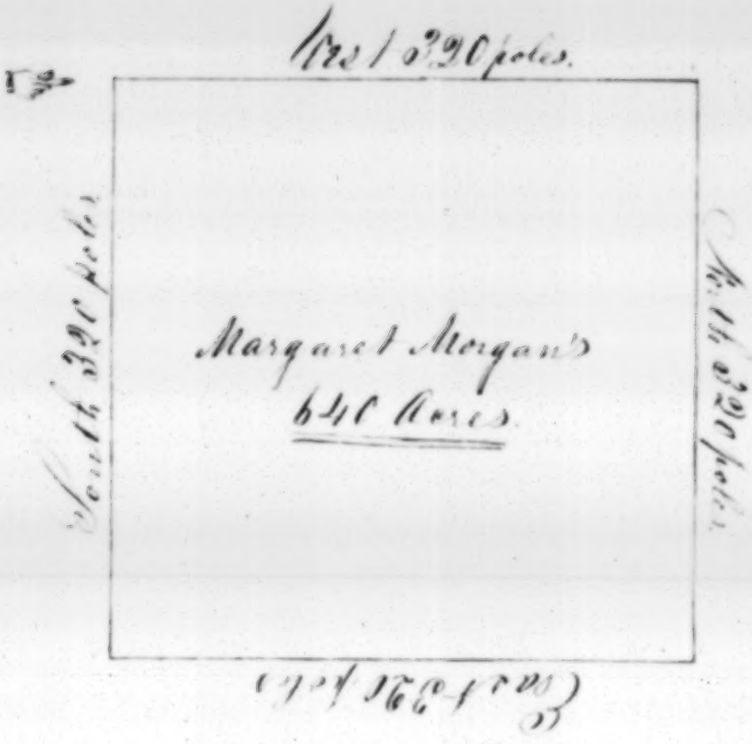
Plat and Certificate

640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians. Surveyed and laid off to John Miller six hundred and forty acres of land opposite an old town called Coo.ai.yau. corresponding with the registration of his claim filed in

MORGAN MARGARET



State of Tennessee.

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: surveyed and laid off to Margaret Morgan six hundred and forty acres of land on the North side of Tennessee River. Beginning at a stake, four hickories and one post oak marked as pointers; the South West corner of James Rileys reservation; thence West three hundred and twenty poles to a Post oak on the West side of a small pond, thence North three hundred and twenty poles to a stake near a marked black oak; thence East three hundred and twenty poles to two small hickories. James Rileys North

REPRODUCED AT THE NATIONAL ARCHIVES

REPRODUCED AT THE NATIONAL ARCHIVES

West corner; thence with the line of said Riley three hundred and twenty poles to the beginning.

Surveyed the 11th day of February 1820.

Horace B. Houston & Drury P. Armstrong	66		H. Houston Robert Armstrong, Surveyor

I, W. Medill, Commissioner of Indian Affairs, do hereby certify that the foregoing is a correct transcript from the original now on file in this office.

Office Indian Affairs
January 1848.

I, W. L. Marcy Secretary of War, do hereby certify that W. Medill, who has signed the foregoing Certificate, is Commissioner of Indian Affairs, and that to his attestations full faith and credit are and ought to be given.

In testimony whereof I have hereunto set my hand and caused the seal of the Department of War to be affixed on this day of January in the year of our Lord one thousand eight hundred and forty eight.

Secretary of War

27

Margaret Morgan's
Plat & Certificate
640 Acres

(Proper No on Book. is "A. No 64.")

(Ms. A. No 70.)
(2)

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: Surveyed and laid off to Margaret Morgan six hundred and forty acres of land, on the North side of Tennessee River. Beginning at a stake, four hickories and one post oak marked as pointers: the South West corner of James Rileys reservation; thence West three hundred and twenty poles to a Post oak on the West side of a small pond; thence North three hundred and twenty poles to

REPRODUCED AT THE NATIONAL ARCHIVES

BEST AVAILABLE COPY

OLD B[illegible] OF CHOTA [illegible]

7.

The old Bank of Choteau's
Plat and Certificate
640 Acres

State of Tennessee

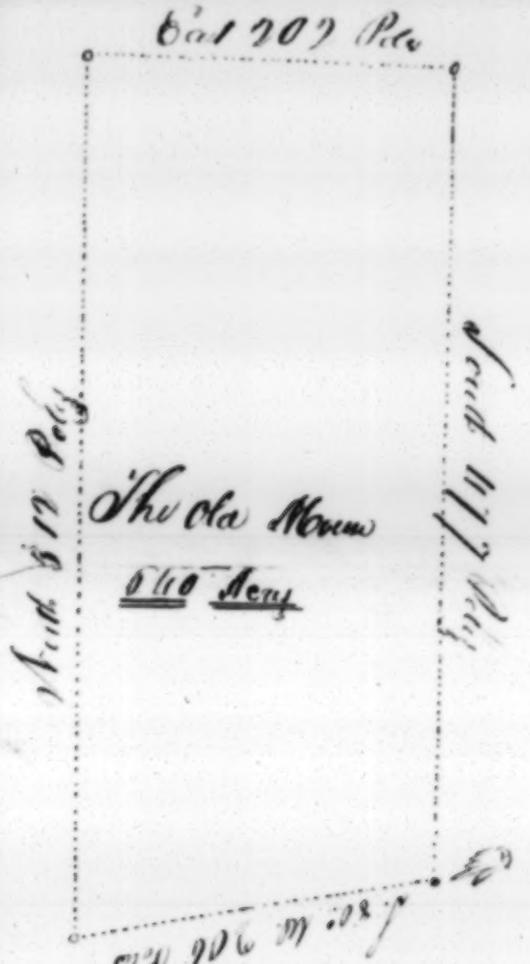
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City Washington on the twenty seventh day of February one thousand eight hundred and nineteen; surveyed and laid off to the old Bark of Chota six hundred and forty acres of land on the South side of Little Tennessee river: Beginning at a bunch of hackberries on the bank of the River forty poles below the mouth of a spring branch: thence East two hundred and sixty poles to a spanish oak on the North side of a ridge: thence North three hundred and twenty poles to a stake in a field: thence west four hundred

REPRODUCED AT THE NATIONAL ARCHIVES

OLD Mouse hc

No. 36.

The Old Hoomo's
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, Surveyed

REPRODUCED AT THE NATIONAL ARCHIVES

OLD NANNY

No. 58.

Ole Nanney's
Plats and Certificate
640 Acres

State of Tennessee

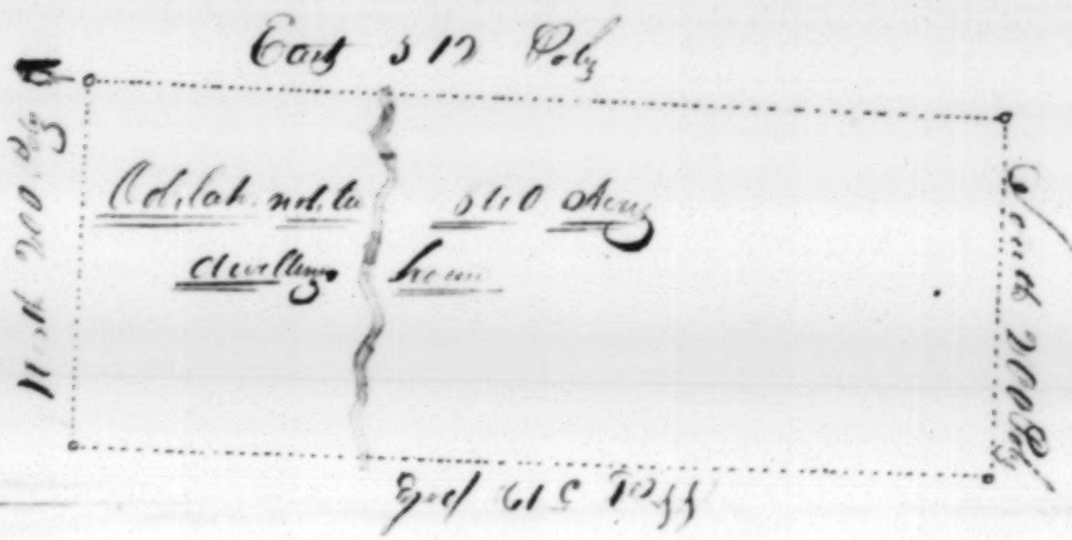
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen - and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians - surveyed and laid off to Old Nancy on both sides of Chickamauga River six hundred and forty acres of land corresponding with the registration

REPRODUCED AT THE NATIONAL ARCHIVES

DOLAN NOTICE

19

Co. Cert. Not. to:
Plat and Certificate
6400 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee nation of Indians, surveyed and laid off to Ool,lah,net,tee Six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee Agent on the third day of August one thousand eight hundred and nineteen, butted and bounded as follows (viz) Beginning at a post oak Johnston's South West corner; thence

REPRODUCED AT THE NATIONAL ARCHIVES

No. 11.

Co. Sur. for [illegible]'s

Plat and Certificate

640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians. Surveyed and laid off to Oo-saw-tee-tahs six hundred and forty acres of land on Tellico creek, corresponding with the registration of his claim filed with the Cherokee

ORe Jarmes

No. 89.

~~Peggy Alvarez~~

~~Plat and Certificate~~

~~640 Acres~~

Sarah Orr

Plat and Certificate

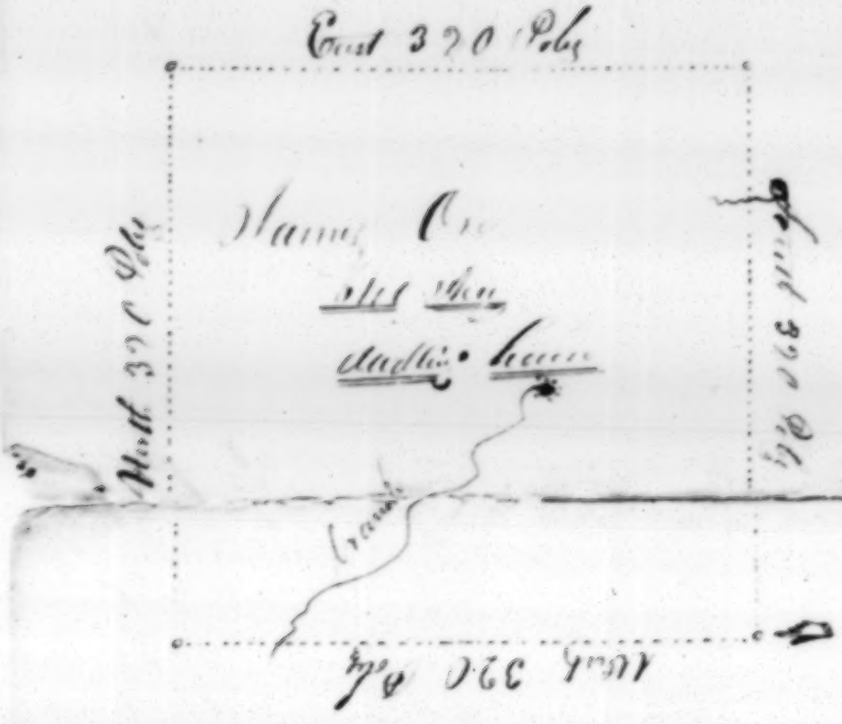
640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to Samy Orr six hundred and forty acres of land corresponding with the registration of his claim filed in the office of the Cherokee

REPRODUCED AT THE NATIONAL ARCHIVES

Samy Orr's
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians. Surveyed and laid off to James Orr Six hundred and forty acres of land corresponding with the registration of his claim filed

PANThER

No. 26.

Panther's

Oath and Certificate

Cur. Servs

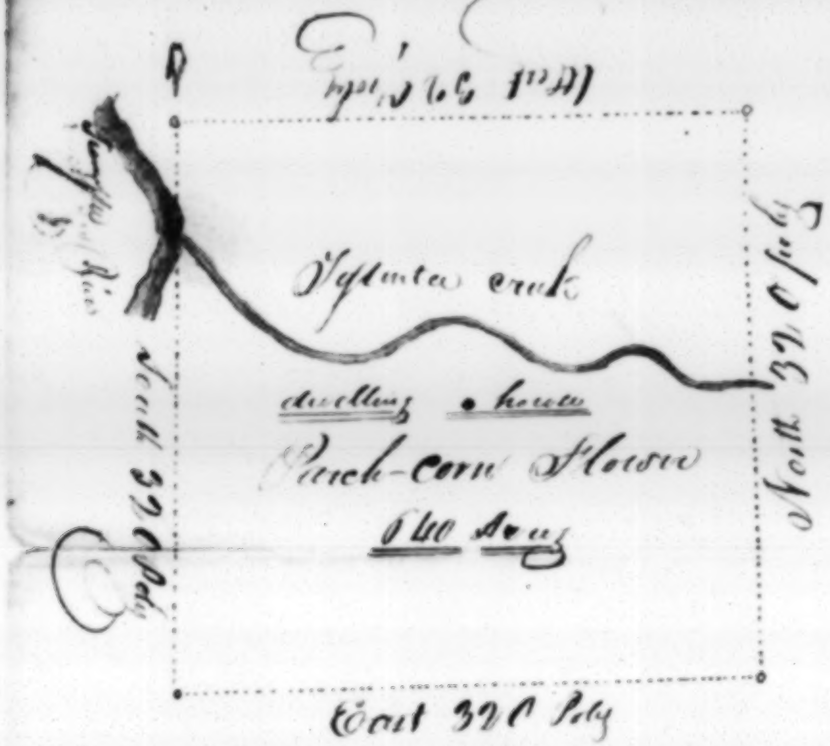
State of Tennessee

The undersigned Commissioner and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen, between the United States and the Cherokee Nation of Indians, surveyed and laid off to the Panther six hundred and forty acres of land corresponding with the registration of his claim filed in the Office of the Cherokee Agent on the eighth day of September one thou-

PARCH CORN FLOWER

No. 25.

Parch-emo-flower's
Plat and Certificate
640 Acres



State of Tennessee

The Undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen— And a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen; between the United States and the Cherokee Nation of Indians Surveyed and laid off to Peach-cornflower six hundred and forty acres of land including the mouth of Tessentee creek. correspon-ding with the registration of his claim filed with the Cherokee Agent on the third day of August and

QUCHEY, JOHN

No. 33.

John Duchy's
Plat and Certificate
640 Acres

State of Tennessee

The undersigned Commissioners, being (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and the Cherokee Nation of Indians surveyed and laid off to John Quckey six hundred and forty acres of land on a branch of the first creek above Cowee Old town, corresponding with the [illegible]

QUA[illegible]Y

Quartys Lot
to
Joshua Fiddeal

BEST AVAILABLE COPY

REPRODUCED AT THE NATIONAL ARCHIVES

Prattys Lessee
vs
Joshua Gale Thomas Jones
Joseph Campbell Richard Hart & Jacob Lipton } In Blount County Circuit Court

"It is ordered by the Court that Josiah Patty and Robert Clean Surveyor of this County go on the premises mentioned in the plaintiffs Declaration, in this Cause and that they make out three fair plats of the premises, and also any title connected with them according to claims of the parties—"

A Copy from the Record
Test Wm Swan Clk of Knox County Circuit Court—

I Certify that in pursuance of the above order three plats of the premises, were filed at August Term 1828 of Knox Circuit Court— by Robert Clean Esqr Surveyor &c—

Wm Swan Clerk &c

"To 4½ Miles Surveying at $2.50 cents per mile $11.25
To running experimental line from Ptffs Cabbin to where Evans Cabbin stood and Closing: 109½ Ch —— $ 1.70
To making 3 plats &c — 1.50
Amt $14.45

A true Copy of the Bill of fees as made out by the Surveyor
Test Wm Swan Clk

REPRODUCED AT THE NATIONAL ARCHIVES

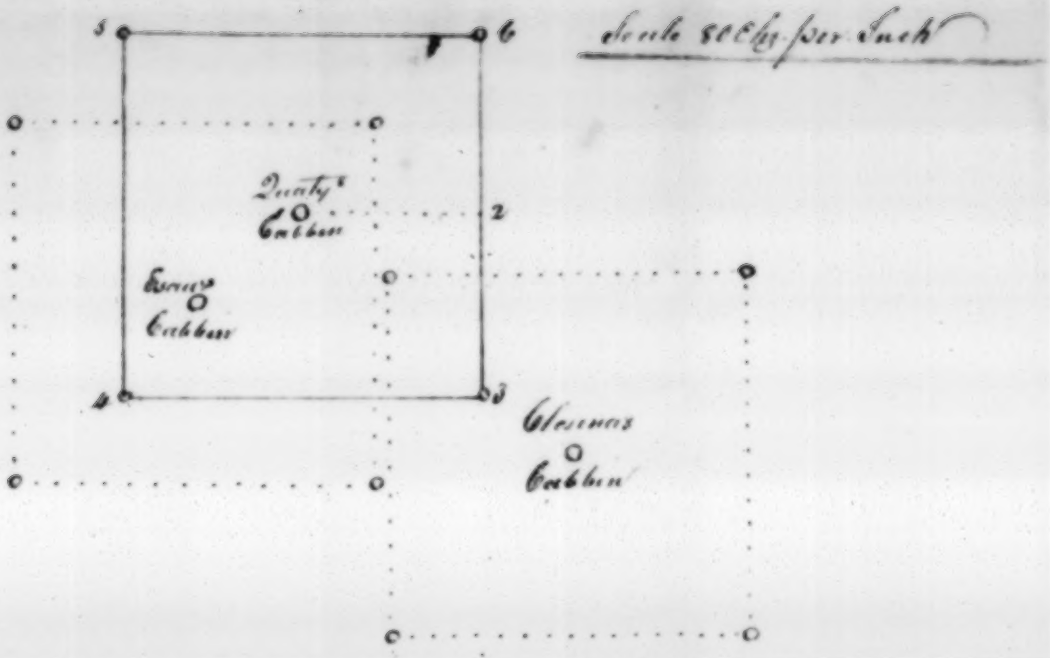
Qualys Lee

v

Joshua Jolo et als

plat of Survey

REPRODUCED AT THE NATIONAL ARCHIVES



In pursuance of a Copy of an Order of Blount County Circuit Court in the Suit Quatys Lessee against Joshua Jobe Thomas Jones, Joseph Campbell, Isaac Hart, and Jacob Tipton I have Surveyed Six hundred and forty Acres of land Situate in Blount County in Cades Cove claimed by the plaintiff as a Reservation Beginning at the place where it is said the plaintiffs Cabbin stood Running thence South (according to the Magnetical Meridian) Eighty chain thence West Eighty chain to a Stake thence North One hundred and Sixty chain to a Stake thence East One hundred and Sixty chain to a Stake thence South One hundred and Sixty chain to a Stake and small pine Stump thence West Eighty chain Including the place where said Cabbin stood in the center thereof

Surveyed 12th July 1828

Robt Wear S.S.C.

No. 57.

William Reade

Plat and Certificate

640 Acres

State of Tennessee

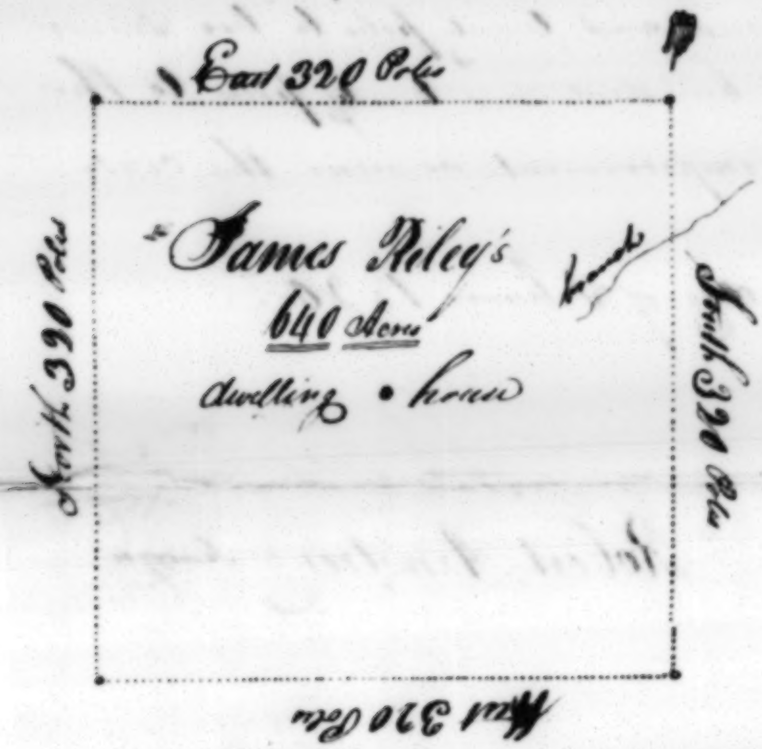
The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of a Treaty concluded at the Cherokee agency on the eighth day of July one thousand eight hundred and ~~seventeen~~ and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen between the United States and Cherokee nation of Indians, surveyed and laid off to William Read six hundred and forty acres of land on both sides of Tuckasege River corresponding with

RiLey, James

26.

James Riley's
Plat and Certificate
640 Acres

(Res. A. No 70.)
(4)



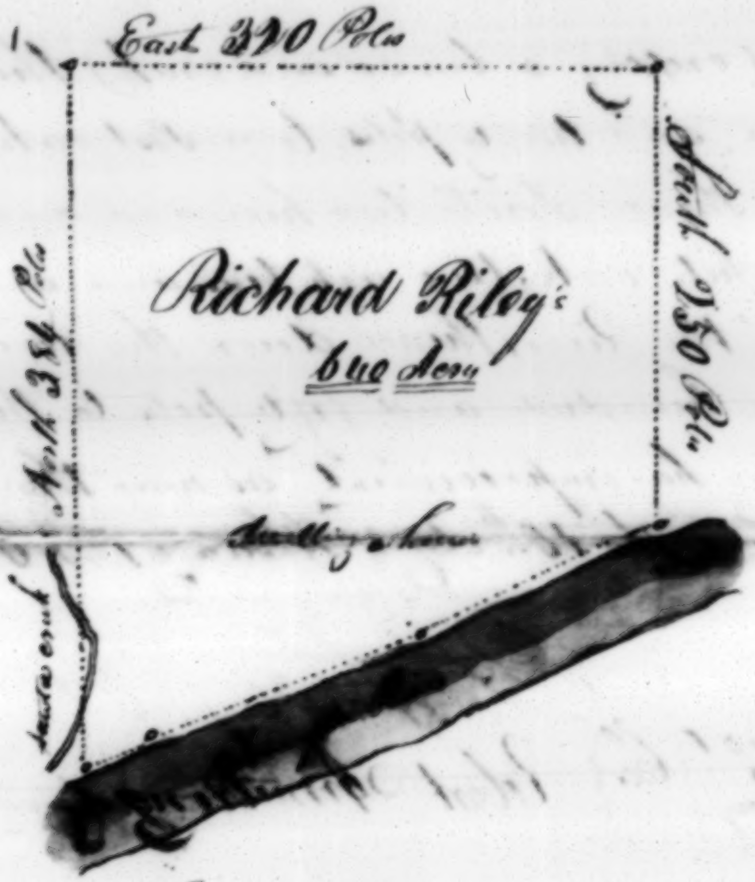
State of Tennessee

(The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: Surveyed and laid off to James Riley six hundred and forty acres of land on the North side of Tennessee River. Beginning at a black oak on the North side of a branch; thence South three hundred and twenty poles. to a post oak(l crossing the branch at seventy six poles; thence West three hundred and twenty poles to a stake. and marked poin-

RILEY, RICHARD

25.

Richard Riley's
Plat and Certificate
640 Acres

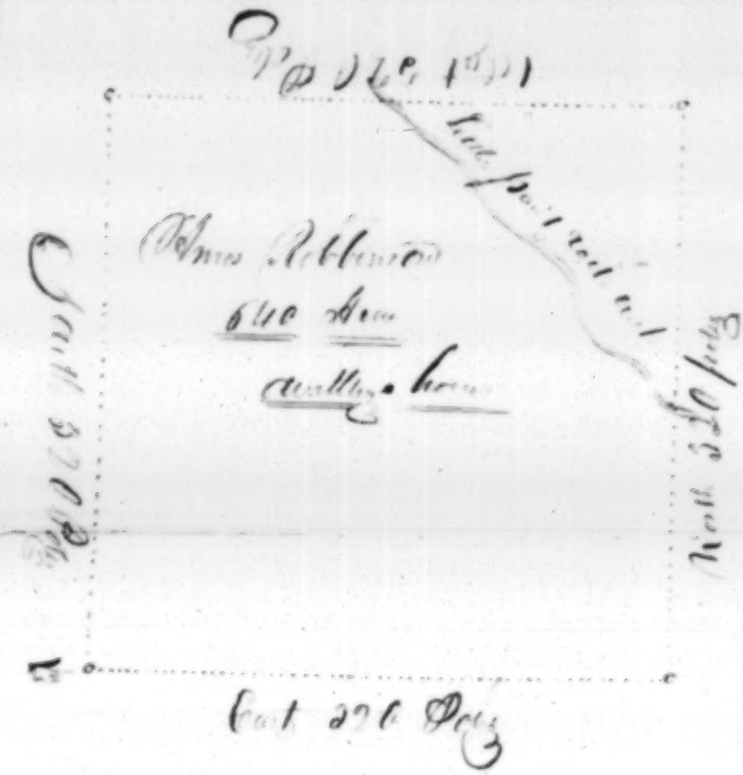


State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen: Surveyed and laid off to Richard Riley Six hundred and forty acres of land on the North side of Tennessee River: Beginning at a large spanish oak marked thus R.R on the bank of the River. a small distance above the mouth of Satota creek: thence North three hundred and eighty

No. 56.

Amos Robinson's
Plat and Certificate
640 Acres



State of Tennessee

The undersigned Commissioners and Surveyor duly authorised, have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and seventeen — and a Treaty concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and nineteen — between the United States and the Cherokee Nation of Indians surveyed and laid off to Amos Robbinson six hundred and forty acres of land corresponding with the registration of his claim filed in the office

ROSS E. 2A

32,

Eliza Ross'

Plat & Certificate

640 Acres

18

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the term of the late Cherokee Treaty concluded at the city of Washington, on the twenty seventh day of February, one thousand eight hundred and nineteen. Surveyed and laid off to Eliza Ross. six hundred and forty acres of land, on the North side of Highwassee River. Beginning at a sugartree and ash. on the bank of said river, John Walker Seniors lower corner: thence with said Walkers line, North one hundred and forty poles, to said

REPRODUCED AT THE NATIONAL ARCHIVES

Ross, Lewis

No. 12.

Lewis Ross

Plat & Certificate

640 Acres

State of Tennessee

The undersigned Commissioner and Surveyor (duly authorised) have agreeably to the terms of the late Cherokee Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nine=teen: Surveyed and laid off to Lewis Ross six hun=dred and forty acres of land on the North side of Highwassee river. Beginning at a large Sweet gum tree on the bank of said river Twenty eight poles below said Ross' ferry landing and corner with John Spears: thence with a line run equi=